

Leisure Facilities Cabinet Sub-Committee

Agenda

Date:	Wednesday, 17th June, 2009
Time:	10.00 am
Venue:	Committee Suite 2, Westfields, Middlewich Road, Sandbach. CW11 1HZ

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. **Apologies for Absence**

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any personal and/or prejudicial interests in any item on the agenda

3. **Public Speaking Time/Open Session**

In accordance with Procedure Rules Nos.11 and 35, a total period of 10 minutes is allocated for members of the public to address the Sub-Committee on any matter relevant to its work. Individual members of the public may speak for up to 5 minutes but the Chairman will decide how the period of time allocated for public speaking will be apportioned where there are a number of speakers.

During public speaking time, members of the public may ask questions of the Chairman on any matter relevant to the work of the Sub-Committee.

Note: in order for the Officers to undertake any background research, it would be helpful if questions were submitted at least one working day before the meeting.

4. **Minutes of Previous meeting** (Pages 1 - 6)

To approve the minutes of the meeting held on 20 April 2009.

Contact:	Paul Mountford, Democratic Services
Tel:	01270 529749
E-Mail:	paul.mountford@cheshireeast.gov.uk

5. **Strategic Commissioning Events Feedback** (Pages 7 - 20)

To inform Members of the very latest independent thinking and conclusions around Strategic Commissioning within Leisure and Culture.

6. **Leisure Management Options Appraisal Contract** (Pages 21 - 46)

To share with Members the Options Appraisal Contract terms and conditions and the timetable.

(There are no Part 2 items)

CHESHIRE EAST COUNCIL

Minutes of a meeting of the **Cabinet Sub-Group on Leisure Services**
held on Monday, 20 April 2009 at Westfields, Sandbach

Present

Cabinet Sub-Group Members:

Councillor Andrew Knowles (in the Chair)
Councillor David Brown
Councillor Roland Domleo

Other Members:

Councillor Dorothy Flude
Councillor John Hammond
Councillor Ray Westwood

Officers:

Guy Kilminster, Head of Health and Wellbeing
Rob Hyde, Service Development Manager
Mark Wheelton, Leisure and Green Spaces Manager
Keith Pickton, Interim Leisure Services Manager
Ceri Harrison, Head of Transformation, People Directorate
Paul Mountford, Legal and Democratic Services

Apologies

Councillor Frank Keegan
Councillor Ainsley Arnold
Councillor Paul Edwards
Tony Parr, Manager Leisure Services (Congleton)

1. MINUTES OF PREVIOUS MEETINGS**RESOLVED**

That the minutes of the Group's meetings on 2 and 23 March 2009 be approved as a correct record.

On consideration of the minutes, the Officers advised that the tell-us data in its present form was of limited use and further work and analysis would be carried out in order to inform the terms of reference of the options appraisal.

2. DISABILITY DISCRIMINATION ACT (DDA) COMPLIANCE AT CHESHIRE EAST LEISURE CENTRE FACILITIES

The Group received an overview of compliance with Disability Discrimination Act (DDA) legislation at Cheshire East Leisure Centre facilities and a snapshot of disability-related club or group use of leisure facilities.

It was noted that leisure centres differed widely in the extent to which they were DDA compliant, and some facilities, such as Alsager Leisure Centre, were currently not compliant. Meeting the needs of the legislation would be challenging in the light of finite resources.

Joint use facilities also posed a problem in that schools had been given an additional ten years in which to comply with the DDA legislation. This would need to be an area for discussion and agreement between the authority and the schools.

Whilst it was necessary to develop a long-term strategy for the Borough, it was also necessary to identify what needed to be done now, particularly in relation to key buildings such as Crewe Swimming Pool.

There was also a need to work closely with disability groups and the Council's Property Service in pursuing DDA compliance.

RESOLVED

That

- (1) the report be noted; and
- (2) the information in the report be used as the basis for an improvement plan for Leisure facilities in Cheshire East.

3. COMMISSIONING OPTIONS APPRAISAL

Members received a report on the next stages of the project plan and considered proposals to commission consultants to provide an options appraisal for the future delivery of leisure facilities in Cheshire East.

There was insufficient capacity and expertise within the current staff structure to conduct the appraisal internally. Commissioning external consultants would add objectivity and rigour to the process.

The outcomes of the Group's previous meetings had been captured by the Officers and would help to shape the terms of reference for the options appraisal.

The Officers also reported that an offer had been received from Sport England to provide a Facilities Improvement Service (FIS). This was a free

Service principally designed to provide Officers with the knowledge and tools to develop a clear plan for the development of facilities as opposed to the running of facilities. The idea of using the same consultants to provide a detailed options appraisal was rejected by the consultants and Sport England because of potential conflicts of interest. The FIS offer had been accepted. This would be delivered over approximately 20 days and comprise support towards:

- the Strategic Planning context, including BSF opportunities
- Financing Options
- Cost, design and procurement of facilities
- Facilities Management

The service would conclude with a final document, which would provide:

- viable options for procurement
- supplementary planning advice
- an identification of alternate funding opportunities
- a document which can be integrated into a Sustainable Community Strategy
- a framework for the delivery of sport and recreation facilities under BSF

The timing of the FIS had yet to be agreed with Sport England. It was hoped this could be initiated very quickly. Should the timing allow, the findings of this could usefully feed into the final preferred recommendations on future delivery arrangements for Leisure Facilities.

RESOLVED

That

- (1) the acceptance of the offer by Sport England to provide a Facilities Improvement Service be noted; and
- (2) consultants be commissioned to provide an options appraisal within the terms discussed.

4. FREE SWIMMING UPDATE

The Group received an update on progress with the free swimming initiative for people aged 16 years and under and people aged 60 years and over introduced on the 1 April 2009.

Approximately 7,000 youngsters had so far signed up to the scheme. The data would be analysed in various ways to provide a detailed demographic breakdown.

Whilst it was still too soon to predict the longer-term position, this early level of take-up was encouraging and the Leader of the Council was preparing an appropriate press release.

RESOLVED

That the report be noted and the Group be provided with further updates as appropriate.

5. CHANGE4LIFE AS A BRAND FOR HEALTH AND WELLBEING IN CHESHIRE EAST

The Group received a report on the Change4Life brand and the potential for Cheshire East Council in adopting and using this high profile national brand. The report also sought Members' support for the Council becoming a 'Partner Organisation' to the brand.

Change4Life, launched in January 2009, was a £275 million government-led nationwide social marketing campaign which would spearhead wider cross-government department work targeted at achieving the Government's goal of being "the first major nation to reverse the rising tide of obesity and overweight in the population" (DoH 2008). It was a unique collaboration between central government, local health authorities, local organisations, charities and the commercial food industry. To date, 12,400 organisations had signed up to the three-year campaign which sought to kick-start a nationwide population lifestyle revolution. The target audience was everyone in England and the focus was on long-term prevention.

Local authorities who became supporters or partners in the Change4Life movement would benefit by being aligned with a national movement that had already caught the attention of the public and had strong brand and message recognition.

RESOLVED

That it be recommended that

- (1) Cheshire East Council sign up to become a partner organisation of Change4Life;
- (2) the signatory to becoming a partner organisation be the Portfolio Holder, Councillor A Knowles;
- (3) subject to observing Cheshire East brand conditions, the Brand be used extensively by all Health and Wellbeing services and facilities and as an integral part of future marketing and sales; and
- (4) programmes of activities be developed and timetabled, so far as is possible, to coincide with the publicity and launch of the various national initiatives over the next 18 months or so.

6. 2012 UPDATE

Members received an update on the work of the Cheshire West and Cheshire East and Warrington 2012 Steering Group.

The Steering Group had produced a legacy framework strategy known as “Embrace the Games” to ensure that this part of the Country maximized its opportunities to benefit from the Games and their legacy. A copy of the strategy was circulated at the meeting.

The strategy concentrated on four main themes which the Steering Group felt would provide the greatest benefit locally:

- Sport and Physical Activity
- Cultural Olympiad
- Visitor Economy
- Local Business

Each theme had a “champion” whose role was to advocate, drive and achieve the benefits for their sector.

The strategy had identified that some investment would be needed to ensure that it was adequately supported. The following bodies were making a financial contribution to a co-ordinator post which would be advertised shortly and hosted by the Cheshire and Warrington Sports Partnership (formerly known as ‘Sport Cheshire’):

- Cheshire East
- Cheshire West and Chester
- CWEA
- VCC
- Cheshire Sports Partnership
- Warrington BC

The following bodies had yet to make a financial offer. The involvement and commitment of the Universities was very important and it was hoped that these bodies would shortly sign up to the funding arrangement:

- Chester University
- Manchester Metropolitan University
- Chambers of Commerce

Once the coordinator post had been filled, a detailed action plan would be drawn up and Members would receive a further update.

RESOLVED

That the report be noted.

7. NEXT MEETING

Wednesday, 17 June 2009 at 10.00 am in Committee Suite 2, Westfields, Sandbach.

CHESHIRE EAST COUNCIL

Leisure Facilities Cabinet Sub-Committee

Date of meeting: 17 June 2009
Report of: Head of Health and Wellbeing
Title: Strategic Commissioning Events Feedback

1.0 Purpose of Report

- 1.1 To inform Members of the very latest independent thinking and conclusions around Strategic Commissioning within Leisure and Culture. The Appendix outlines what Strategic Commissioning means for local authorities, leisure operators and Third Sector operators.

2.0 Recommendations

- 2.1 That the report be noted.

3.0 Financial Implications for Transition Costs

- 3.1 None

4.0 Financial Implications 2009/10 and beyond

- 4.1 None

5.0 Legal Implications

- 5.1 None

6.0 Risk Assessment

- 6.1 None

7.0 Background/Context

- 7.1 The information in the Appendix is the summary from four national events staged by IDeA in Birmingham, Ipswich, Rochdale (SPORTA) and London. The Service Development Manager attended the Rochdale event.
- 7.2 A contract for an Options Appraisal will be awarded shortly. There are important conclusions in the Appendix which the consultant will be expected to incorporate into the evaluation of the various management models as we move into a Strategic Commissioning environment.

- 7.3 Levels of understanding about strategic commissioning, needs-led evaluations, the data required, the language used, the role of leisure operators and the potential opportunities for the Third Sector are generally low. This paper attempts to increase understanding.

8.0 Reasons for Recommendation

- 8.1 To further develop understanding and outline a part of the evaluation which consultants will make when the options appraisal report is presented in the Autumn.

For further information:

Portfolio Holder: Councillor Andrew Knowles

Officer: Rob Hyde

Tel No: 01244 972621

Email: rob.hyde@cheshireeast.gov.uk

Background Documents: None



Strategic Commissioning Events Feedback

The following notes summarise the feedback and discussion at the four events held in Birmingham, Ipswich, Rochdale (SPORTA) and London

The key strategic issues emerging

1. Working effectively within LSPs to define need and influence decision making on priority outcomes and commissioning is important to raising the profile of culture and sport. Pooling information & expertise at the planning stage is critical to successfully engaging with strategic commissioning processes. Councils have shown that by investing in shared need assessments at the outset the contribution of culture and sport has been better recognised.
2. By exploring new ways of working and building new relationships that support cross cutting themes and outcomes also raises the profile of the sector and generates activity and involvement for the sector. Engagement in commissioning has been most successful where there has been strong leadership.
3. Where possible comprehensive information on culture and sport needs should be incorporated into overall needs assessment for a place along with evidence of the contribution the service can make to meeting identified needs. However, data availability and evidence remains weak and many councils particularly district councils lack of capacity and capability to collect and analyse data and information to feed into these processes.
4. Language and understanding are barriers across the sector to better engagement with the commissioning process. Understanding and engagement vary considerably between types of council, different services type of provider and third sector partners.

5. There are tensions between a “needs led” service planning and delivery approach that can be seen to ration services to particular client groups and the desire to provide universal services to the whole community. These tensions are enhanced as the result of the increasing need to generate direct income from users. Many councils feel locked in old contract technology and relationships with contractors and trusts that are not responsive to outcome or needs driven service delivery as required by the LAA. Redesigning services to meet new needs and priorities can also be difficult and there can be further tensions develop between a commissioning led resource prioritisation process and a more traditional political led prioritisation process.
6. Trusts and contractors are often the main or only delivery mechanism for culture and sport particularly in small districts. They feel disempowered and isolated from this new agenda with limited or no capacity in the contract to effectively respond to new opportunities provided through commissioning. This is particularly true in small districts with small trusts or small contracts and where “client “capacity no longer exists in the council. Many providers are too small and resort to just running facilities. Where they could potentially commission voluntary and community organisations such as sport clubs or arts organizations to assist in the delivery they lack the capacity to engage and build their capacity first.
7. Investing in 3rd sector capability will pay dividends in long run. However there are capacity problems both within the third sector and councils. Attitude, understanding and commitment are all key factors in changing this relationship. Sport and culture voluntary organisations do not necessarily see themselves as being part of the Third Sector and therefore excluding themselves from capacity building support more generally available in the health and community care sectors. Many voluntary and community organisations may still see themselves as being “entitled to “ or “in need of “grant aid rather than see themselves as providers of public services.

What more could be done to support the sector:

- Run follow up events as work unfolds and develops
- Provide further help to build capacity in the third sector
- Provide a list of consultants and people who could support councils
- Develop a toolkit of practical guidance
- Provide more case studies
- Provide guidance on how to collect, interpret and analyse information on needs
- Clarify the rules about procurement particularly EU requirements

- Provide guidance on performance monitoring particularly how to measure and evaluate softer outcomes
- Look at non financial procurement (service trading)
- Look at using the academic sector to support making the case.
- Develop more practical workshops that bring health and adult care together with culture and sport.
- Facilitate client / provider workshops particularly where relationships are poor.
- Help define what the balance of acceptable risk is when commissioning third sector bodies.
- Engage r with elected members so they can advocate better in the commissioning process
- Help trusts develop their ability to “capacity build” in the voluntary and community sector.
- Develop guidance and support on “outcome measuring”

Feedback on the workshop format:

The overall feed back from the participant was very good and the discussion based approach to the workshops was generally warmly welcomed. Other suggestions included:-

- More case studies from councils
- Longer workshops
- Podcast the events

Detail responses on key topics.

Needs assessment

1. Common language between partners is necessary before a common definition of need can emerge. This takes time to develop but critical before agreed action can follow on meeting need.
2. Sharing data is critical to developing a shared definition of need. Knowsley created a shared definition of need by collating different perspectives.
 - views of existing users
 - views of wider community
 - views of partners
 - views from service providers

3. Whilst the availability of data is growing, the skills and capacity to use data to inform need assessment and decision making remains an issue particularly in small district councils and where services have been totally externalised.
4. Culture and sport services are often universal rather than being focused on addressing particular need. Focusing on need can become a form of service rationing and can generate tension with income generation particularly in externalised relationships e.g. trust or contractor.
5. Services still continue to be delivered on an historical basis, continuing to deliver what has always been delivered. Key drivers for service managers are often satisfaction of existing users and maintaining income streams.
6. Barriers to a needs based approach to service planning are;
 - Lack of political and managerial leadership
 - Data overload
 - Skills and competency
 - Lack of capacity
7. Sometimes it is simpler to start from the political ambition and find the evidence to justify what members want to do.
8. In working with LSPs we need to be mindful of their needs. Key drivers of effective engagement with LSPs are:-
 - Leadership
 - Clarity about the benefits of culture and sport
 - Good evidence and information
 - Other advocates in the group (not a loan voice)
9. In working with LSPs culture and sport need to bring to the table views on the culture and sport need as well as evidence of what it can contribute to wider community needs. This evidence is generally not readily available. Shropshire developed a leadership role within the LSP wider than culture and sport, took evidence of how the service could contribute to other needs and some ideas to solve problems.
10. Partnership behaviour is not always constructive and built on achieving “win win” outcomes.
11. The third sector lack capacity to inform and use a data driven system of service planning and monitoring. Demonstrating impact is difficult even where projects are very successful. Expectations of them being able to measure and evidence need must be realistic. The priority should be perhaps to measure only :-
 - Quantity of provision (use)
 - Satisfaction with provision
 - The difference made

Option appraisal & procurement

1. There is a need to balance the level of rigor with the level of risk and capacity available. Should there be a sliding scale of guidance, specifications, contract documentation for differing types of commissioning. How can we keep procurement simple?
2. Clearer guidance needed on legality / flexibility of procuring services. Some authorities are extremely risk adverse in their approach.
3. What is an acceptable level of risk sharing in different situations. For example between a small district council and a big leisure contractor. Between a trust and a small voluntary or community project. Is it realistic to provide guidance on this?
4. Must reconcile exploring and planning for need with political 'want'. A political desire to provide universal services to all communities can rub against a desire to meet the needs of particular communities and individuals. The process of option appraisal needs to reconcile political priorities ahead of procurement.
5. How do you actually translate procurement into delivering the right outcomes? Issues emerging included:-
 - how to analyse and 'use' the evidence base / needs analysis as a basis for procurement?
 - how to explore re-engineering contracts that are no longer effective?
 - what alternative delivery vehicles are there for libraries?
 - does the size / scale of the delivery vehicle really matter?
 - achieving buy in from Health, Adult and Social care and Children's Services is key to progressing
6. For trusts wishing to bid for contracts outside their current area there are a range of issues to consider included:-
 - The legal position and whether the Trust's terms of reference allow for it.
 - Trust/private sector "partnering" as well as direct competition
 - How much is determined by price and how much is quality related?
 - What if an external contract loses money and needs to be subsidised?
 - What is the optimum size for a Trust in the future? The sector is likely to reconfigure in the next 5 years.

7. People were looking for :-

- practical tips' on Strategic Commissioning
- case studies and guidance
- to have myths dispelled on procurement processes – eg 'everything through OJEU'
- information on supplier capability
- tips on exploiting internal partnerships
- innovative approaches
- guidance on being a commissioner and being commissioned
- simpler language and removal of jargon particularly for the third sector and parts of the culture and sport sector currently not involved in commissioning
- ways of changing the behavior of officers and members

Building Capacity in the Third Sector.

1. Where are we now in terms of working with the Third Sector?

- Doing very little because we are operating in a vacuum regarding needs. There is generally a weak infrastructure to support the voluntary sector.
- Councils do not particularly understand the voluntary sector. There are often negative attitudes and perceptions about what the Voluntary and Community Sector is. Some people regard it as a 'drain' on resources
- "Often if we get some money to undertake some work, our first thought is 'let's employ someone'. Occasionally we think of partnerships and rarely think of the Third Sector".
- There is a difference between funding core infrastructure and buying services. "We are not using Third Sector expertise. We are not allowing the Third Sector time and space to be innovative. We need to invest in that time."
- In general there is a lack of a strategic approach to the Third Sector and although there are some good initiatives these are often ad hoc. Councils are not always clear who the organisations are. Sports organisations are often 'dislocated' from the rest of the Third Sector.
Arts and culture do not always see themselves as part of the Third Sector and in some cases regard the sector as 'amateur'. Generally there is a whole section of provision that is 'below the radar' (and want to stay there!) including amateur dramatic groups, voluntary and independent museums etc who have no understanding of the broader agenda but are a key part of provision. "It is important for arts organisations to see themselves as part of the Third Sector."

- There are different levels of professionalism in the sector and a culture in local government of 'not letting go'. There is a need for a cultural shift.
- Experience of commissioning can be quite divisive. An arts organisation winning a commission through a straight competitive tender found it challenging and found a lot of the documentation required to be inappropriate. They would have like to have time and the opportunity to develop a more collaborative approach.

'We have both core funding and commissioning and these work together well. We approach people with needs that we want organisations help us to address. But there are gaps and there is a need to grow provision to do the things that need to be done. Local authorities have a responsibility in this – 'to create a Third Sector that's buzzy and responsive, especially in the weakest areas of the county'

- Leisure trusts see themselves as part of the third sector and social enterprises. They are often commissioned and commissioners at the same time. They themselves often feel excluded from the strategic planning and service commissioning process for a range of reason.
 - Politics and relationships particularly between county and district councils.
 - Lack of relationships with the major commissioning bodies: their value and worth is not recognised.
 - Their own understanding and knowledge of the system and processes is not good.
 - There is a lack of data and evidence to substantiate their potential contribution: "we are currently measuring the wrong things".
 - There is inbuilt tension between generating income through universal service and a greater focus on need. There is a fear that engagement with the new agenda will increase cost or risk that they cannot manage.
 - A lack of skills and general capacity to engage with the new agenda.
 - Complacency and reluctance to adapt: Some trusts may be comfortable just running facilities and feel secure in the fact they have a contract.

2. Some of the reasons why people wanted to work with the third sector in the Commissioning process?

- We are a large rural area and need to reach people.
- To build community cohesion.
- Because it is inspired by local people and is close to communities.
- To support work with new communities.
- They might be better at it. They have networks.
- Arts organisations have the skills, knowledge, expertise and contacts.
- Working together could unleash a whole wealth of opportunities. This takes time – it is not a quick win.
- At its best, it is 'lean, mean and light on its feet' and we need to keep it 'young and anarchic'!

- It is non-bureaucratic.
- It is the main provider of opportunities for NI8 and NI11.
- They are the biggest deliverer of physical activity and critical to the delivery of NI8. For example, local authority leisure centre visits amount to approx 6% of participation in active sport and recreation (in one of the authorities in the group) – 1.2m visits, but many are repeat visits of a much smaller group of the population and in this example, the leisure centre subsidy is £2m.
- As council leisure facilities are more about universal provision and providing as low as possible cost per head, there are issues about hard to reach groups and concerns that this provision can be in danger of reinforcing health inequalities.
- They can help with needs assessment.
- It is from the community. They know the issues. They have huge reach'.

BUT.....

- Some voluntary organisations feel 'we should have money by right – 'you owe us'. That needs to change.
- Some concerns about the term 'Third Sector' – sounds like 'gifted amateur'?
- 'There are problems with core funding.
- If you don't nurture it, it won't be there when you need it'.

3. *How can we actually build capacity?*

- Start with needs. Concern that the 'hard to reach ' may remain so – this can't be allowed to happen.
- Build consortia of groups
 - to inform/build understanding
 - bid together
 - inform about LAA
 - networking
 - avoid duplication
 - mapping provision
- Gain greater understanding of the funding of the Third sector infrastructure and the funding of services.
- Provide capacity building funding, organise joint events and shared training on commissioning.
- Give information about what is happening.
- Interpreting data so that Third Sector can use it for commissioning but also for their own funding approaches.
- Have a 'one stop shop' for Third Sector sports groups to make communications simple and accessible.
- Build 'area relationship' models where directors and senior managers relate to areas and the organisations have a senior point of contact. Have 'informal but systematic' contact with organisations to break down barriers, build awareness of what they do, build relationships and then build consortia.

- Know who's doing this well and use it to tackle the negative perception issues within councils.
- Develop our skills for 'spotting opportunities' to bring organisations together around commissioning work and needs.
- Incentivise their involvement – Third sector should have money, influence to participate in decision making. E.g. LAA performance reward money shared with Third Sector and put to innovative use.
- Be 'Light touch ' in the commissioning process. Make the process more accessible. Be specific and 'real' about needs and commission in an open manner to allow for creative solutions.
- Join up the commissioners within the local authority and partnership. There is a very wide range of commissions and these are not understood by the Third Sector. Build that understanding and build the linkages with partners early in the process. This is the first principle of Good Commissioning.
- Break down language barriers, help everyone understand the overview and bigger picture and, specifically, work from **needs** – 'this is the difference we want to make'.
- Simplify commissions and forms.
- Commissioners need to work together and have quality standards. They need to recognise what Third sector organisations are good at.
- The LSP has the key role in all of these processes.
- Sport and leisure facilities need to understand the Third Sector better and work with them to build the approach to physical activity.
- The impact of the CAA with the emphasis on needs, partnerships and outcomes will trigger a change in mindsets.
- Engaging on the Third Sector's agenda as well as the Council's.
- NI7 – building a thriving Third Sector.

Leisure Trusts.....

- Leisure trusts themselves need capacity building support to operate in this way particularly smaller trusts. Solutions to this may rest the trusts themselves, with the client council, with organizations such as SPORTA by forming networks of self support. Support is required to understand the system better, build better relationships, engage with strategic service planning, improve evidence and data.
- For Trusts extending into commissioned work presents a range of opportunities. Examples include:-
 - Growth opportunities in BSF - some examples of Trusts being involved at formative stages but it has been difficult for Trusts to get involved. Important to make contact early with schools.
 - Social care through 'Sure Start' centres.
 - Access to health budgets.
 - Contribution to mental health.
 - Innovative schemes e.g. four-week "quitters" given free gym memberships.
 - Worklessness – West Cumbria/Copeland have good examples of projects to "get people out of the house".
 - 14/18 and to engage with the 14-19 diploma.

- Link to “Township” agendas and localised commissioning will be increasingly important.
- Trusts have developed opportunities to collaborate across council and sub regional boundaries. Examples include:-
 - Olympic Boroughs
 - Library book purchasing in Greater Manchester and the South-west
 - 4 Districts in Somerset
 - Hertfordshire Trusts
 - Working together on “fitness cards” etc. should be explored and “library cards” have been developed across the south-west
 - MAA targets may encourage Trusts to combine to provide the necessary scale of resource to deliver them.
- Key issues for trust management going forward are:-
 - Moving to “service-based” programmes rather than just managing buildings.
 - Responding to CAA effectively.
 - Need for case studies to explain contribution and impact of our service.
 - Building better political links and relationships.
 - Keeping Trust “Boards” fully informed and tied in to commissioning agenda.
- Trusts have an opportunity to utilize the voluntary and community sector to better define need, bid for commissions and deliver them. But they lack the capacity to work more effectively with them. Many trusts are not aware of the voluntary and community organizations in their area, what they can do, how good they are or how they could partner with them. Expanding this will take resources and these are not available within the contract.

Martyn Allison
IDeA
May 2009

Appendix. Some examples third sector activity identified in discussion included:-

- 'young and Safe in Gainsborough ' is an example of a facility providing services funded through schools
- In Kirby, the 'Find your Talent ' scheme is used to support work with NEETs – arts organisations mentor young people and build skills
- 'Find your Talent' is a good model for bringing people to the table and has involved some good commissioning processes e.g. in Telford it is in its 4th year and has involved commissioning across portfolios, especially with children's services
- Worcester City – set up charitable organisations to run community centres. It was financially driven and is leading to potential partnerships with the Youth Service. The PCT has had a 'Healthy Trainers' commission – now being operated by the YMCA.
- Shropshire – Sports development works with the Third Sector – there is a wealth of organisations, though some overlap. They work with networks of voluntary sports clubs, provide general assistance and guidance, work with them in applying for funding, set standards and criteria/accreditation. However, there is a broader Voluntary Sector Assembly and Sports are not involved
- Wigan – the Leisure Trust facilitates the Cultural partnership. There is a dedicated officer for funding and capacity building in the Third Sector (currently £2m worth of applications out and being considered). They are fully engaged with the LSP across all parts of the Cultural Sector. The LSP is strong with the Third Sector generally and they all work on finding solutions together to community issues.
- Telford and Wrekin – has a social enterprise 'Telford Sport, Learning and Enterprise Community' providing co-ordination in parts of the Voluntary sector, though there is some fragmentation outside this
- Coventry is looking at 'life beyond public funding' with the Voluntary sector. There is a Cultural Strategy Partnership which is trying to build shared understanding
- Case study from Laura Pottinger, Director, Bedford Creative Arts and BCA Gallery. Laura's story is of the journey as a community education service with a gallery, operating as part of the Third sector and forming a consortium with different organisations, not just arts organisations, to develop 'new answers' to needs in the community. They had found that commissioners were 'over-specifying' and trying to buy what they'd always had, rather than against a defined need. The new consortium is well placed to work effectively with the new unitary authorities in the area.

Appendix A

- Suffolk – seeking creative and effective ways of improving services and quality of life, starting with needs, what meets those needs and the gaps – and are seeking to develop a more strategic relationship with the Third Sector
- Artslink (voluntary sector organisation) – has sought to change the relationship from grant funding to identifying what the authority wants
- Gainsborough House (independent museum) – have sought to identify the value of the resource they have and how it can be best used to meet needs and benefit the community
- Anglia Community Leisure is seeking to move from a narrow focus on leisure centres towards being a broad based community trust and are seeking to educate themselves to work with the Third Sector with a community focus
- North Yorks – re: NI11 – most people's engagement with arts is through the Third Sector. So, the approach is build capacity through
 - Setting standards
 - Developing skills
 - Improving access
 - Improving quality

CHESHIRE EAST COUNCIL

Leisure Facilities Cabinet Sub-Committee

Date of meeting: 17 June 2009

Report of: Head of Health and Wellbeing

Title: Leisure Management Options Appraisal Contract

1.0 Purpose of Report

- 1.1 To share with Members the Options Appraisal Contract terms and conditions and the timetable.

2.0 Recommendations

- 2.1 That

(1) the timetable and information be noted; and

(2) two provisional dates for the presentation of the report be agreed.

3.0 Financial Implications for Transition Costs

- 3.1 It is hoped that the contract cost can be recovered from the transition costs budget. Failing this, the cost will be met from the Service revenue budget.

4.0 Financial Implications 2009/10 and beyond

- 4.1 These will be outlined as part of the options appraisal.

5.0 Legal Implications

- 5.1 None

6.0 Risk Assessment

- 6.1 There is a small risk that we will not receive the required three quotations to comply with Financial Regulations. Targeting and directly engaging potential consultants should minimise this risk.

7.0 Background/Context

- 7.1 Members at their meeting on 20 April 2009 decided to offer a contract for an options appraisal.
- 7.2 The contract terms and conditions are set out in Appendix A.

7.3 Appendix B contains the timetable and short list of consultants.

8.0 Reasons for Recommendation

8.1 Members will receive a presentation from the successful consultant in early October (subject to availability) against the brief set out in the contract specification.

For further information:

Portfolio Holder: Councillor Andrew Knowles

Officer: Rob Hyde

Tel No: 01244 972621

Email: rob.hyde@cheshireeast.gov.uk

Background Documents: None

CHESHIRE EAST COUNCIL



CONTRACT FOR CONSULTANTS TO PROVIDE A LEISURE MANAGEMENT OPTIONS APPRAISAL

THIS CONTRACT dated the day of 2009 is between:

1. **CHESHIRE EAST BOROUGH COUNCIL** of Westfields
Middlewich Road Sandbach Cheshire CW11 1HZ (**"the Council"**); and
2. **XXX** (the
"Consultant")

Background

- A. The Council wishes to enter into a contract for consultancy services with regard to Leisure Management Delivery Options Appraisal based on the terms of this contract and the Specification herein
- B. The Council has agreed to source such a service from a Consultant who has experience of providing such a service which is appropriate to the Council's needs; and
- C. The Consultant has agreed to provide a written quotation for the provision of the service, based on the terms of this contract and its Specification **and further agreed that its quotation will be held for three months from the date it is submitted.**

CONDITIONS OF CONTRACT

In these Conditions, the Specification and any Agreement made between the Council and the Consultant, the following expressions shall apply:

1. Definitions

- | | | |
|-----|----------------------|---|
| 1.1 | ‘Agreement’ | means any formal documents entered into between the Consultant and the Council and includes the documents bound up herewith |
| 1.2 | ‘Client Officer’ | means the Head of Health and Wellbeing Service for the time being of the Council, or any person duly authorised by him in writing, to act on his behalf |
| 1.3 | ‘Contract Documents’ | means the Agreement and any documents duly signed on behalf of or sealed by the Consultant and the Council in pursuance of the terms and conditions contained in the Agreement or documents bound up herewith |
| 1.4 | ‘Contract Sum’ | Is XXXXXXXXXXXXX which will be paid in accordance with clause 7 herein |
| 1.5 | ‘Consultant’ | means the person, persons or Company whose written quotation is accepted by the Council and who is a party to the Agreement |
| 1.6 | ‘Council’ | means Cheshire East Borough Council or any successor Authority |

- 1.7 'Service' means the provision of a Leisure Management Options Appraisal Report in accordance with the Specification as set out in Schedule 1
- 1.8 'Specification' means the specification for the Service as set out in Schedule 1
- 1.9 "Project Materials" means any and all works of authorship and materials developed written or prepared by the Consultant its employees or agents in relation to the Service (whether individually collectively or jointly with the Council and on whatever media) including without limitation any and all reports studies data diagrams charts specifications pre-contractual and contractual documents and all drafts thereof and working papers relating thereto but excluding ordinary correspondence passing between the Consultant and the Council
- 1.10 A reference to any Act of Parliament or any Order, Regulation, Statutory Instrument or the like shall include reference to any amendment or re-enactment of the same
- 1.11 The masculine includes the feminine and in the case of a limited Consultant the indefinite article and the singular includes the plural and vice versa

2 Ownership of Project Materials

- 2.1 The Council shall be entitled to all property copyright and other intellectual property rights in the Project Materials, which property copyright and other intellectual property rights the Consultant hereby, with full title guarantee, assigns to the Council
- 2.2 At the request and expense of the Council the Consultant shall do all such things and sign all documents or instruments reasonably necessary, in the opinion of the Council, to enable the Council to obtain, defend and enforce its rights, in the Project Materials
- 2.3 Upon request by the Council, and in any event upon the expiration or termination of this Agreement, the Consultant shall at its expense promptly deliver to the Council all copies of the Project Materials then in the Consultant's custody control or possession

The provisions of this Clause shall survive the expiration or termination of this Agreement

3 Consultant's Obligation and Undertakings

- 3.1 The Consultant warrants and undertakes to the Council that:
- 3.1.1 The Consultant will have the necessary skill and expertise to provide the Service on the terms set out herein
- 3.1.2 The Consultant will provide independent and unbiased advice to the Council in relation to the Service herein
- 3.1.3 The Project Materials will, so far as they do not comprise material originating from the Council its employees agents or Consultants, be original works of authorship and the use or possession thereof by the Council or the Consultant will not subject the Council or the Consultant to any claim for infringement of any proprietary rights of any third party
- 3.1.4 No announcement or publicity concerning this Agreement or the Service or any matter ancillary thereto shall be made by the Consultant without the prior written consent of the Council such consent not to be unreasonable withheld

3.2 The Consultant will provide the Service to the Council as follows:

- Interim Report to be submitted by 11 September 2009
- Final Report to be submitted by 25 September 2009
- Presentation to sub group meeting in October 2009
- Possibly a further presentation to a Council Committee in November 2009

The provision of the Service by in compliance with sub-clause 3.2 above will be a condition of this Agreement and the Council may, without prejudice to any other right or remedy available to it, terminate the Agreement by notice to the Consultant having immediate effect

4. **Indemnities**

4.1 The Consultant shall be liable for and shall indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whatsoever arising out of the provision of the Service unless due to any act or neglect of the Council or of any person for whom the Council is responsible.

4.2 The Consultant shall be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of the provision of the Service and is due to any negligence, omission or default of the Consultant or any person for whom the Consultant is responsible.

4.3 The Consultant shall be liable for and fully indemnify the Council against all claims, demands, actions, costs, proceedings or liabilities whatsoever suffered and legal fees and costs incurred by the Council resulting from a breach of this agreement by the Consultant including:

4.3.1 Any act neglect or default of the Consultant's employees or agents.

4.3.2 Breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

4.3 The Professional Indemnity insurance cover to which clause 4.1, 4.2 and 4.3 shall apply, for any one occurrence or series of occurrences arising out of one event shall be not less than £1,000,000.00.

4.4 The Consultant shall produce evidence as the Council may reasonably require that the insurances referred to in clauses 3.1, 3.2 and 3.3 hereof have been taken out and are in force at all material times.

5. **Confidentiality**

5.1 The Consultant agrees to take reasonable steps to keep confidential information relating to the Council which comes into the Consultant's possession and continue to maintain such confidentiality notwithstanding the termination of this Agreement save such information that falls within the public domain

6. Data Protection

- 6.1 The Consultant shall comply with the following requirements relating to the Data Protection Act 1998 ("the Act")
- 6.9.1 Personal information as defined in the Data Protection Act 1998 ("the Act") supplied by and /or processed on behalf of the Council (electronic or manual) is owned by the Council. The Council is the Data Controller under the terms of the Act.
 - 6.9.2 The Consultant is the Data Processor under the terms of the Act.
 - 6.9.3 The Consultant shall maintain appropriate confidentiality and security arrangements in respect of personal information supplied by and /or processed on behalf of the council and must comply fully with the principles of the Act when processing that personal information.
 - 6.9.4 The Consultant shall provide to the Council upon request evidence to the Council's reasonable satisfaction that it can comply with this obligation which for the avoidance of doubt is a fundamental condition of this Contract.
 - 6.9.5 The Council will monitor compliance by the Consultant as necessary and appropriate and reserves the right to terminate the contract for serious breaches that evidence an inability or unwillingness by the Consultant to comply with data protection legislation.
 - 6.9.6 In the event of termination / early termination of the contract all personal information supplied by and /or processed on behalf of the Council which is in the possession of the Consultant will be returned to the Council.
 - 6.9.7 The Consultant shall refer any subject access requests to personal information supplied by and /or processed on behalf of the Council to the Council's Borough Solicitor as soon as practicable after receipt of such a request and if in doubt as to whether such a request constitutes a subject access request under the Act shall liaise with the Council's Borough Solicitor and shall follow any reasonable instructions that the Borough Solicitor shall give to the Consultant.
 - 6.9.8 The Consultant will ensure that any of their employees or agents involved in processing personal information receive appropriate data protection training and understand their responsibilities under the Act in respect of personal information supplied by and /or processed on behalf of the Council.

7. Council's Obligation

The Council shall pay the Contract Sum to the Consultant (following receipt of detailed and undisputed invoices) in three instalments as follows:-

- 40% on delivery of the Interim Report as set out in the Specification
- 40% on delivery of the Final Report as set out in the Specification
- 20% on presentation of the Final Report to the Council's Health and Wellbeing sub group

8. Termination

- 8.1 The Consultant shall notify the Council in writing immediately upon the occurrence of any of the following events:
- 8.1.1 Where the Consultant is an individual and if a petition is presented for the Consultant's bankruptcy or a criminal bankruptcy order is made against the Consultant, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - 8.1.2 Where the Consultant is not an individual but is a firm or a number of persons acting together in any capacity, if any event in 8.1.1 or 8.1.2 of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Consultant to be wound up as an unregistered company; or
 - 8.1.3 Where the Consultant is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 8.2 If the Consultant shall have committed a material breach of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by the Council in writing to do so or, where the Consultant is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, the Council shall be entitled to terminate this Contract by notice to the Consultant with immediate effect. Thereupon, without prejudice to any other of its rights, the Council may complete the Services or have them completed by a third party and the Council shall not be liable to make any further payment to the Consultant until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Consultant the costs thereof incurred by the Council (including the Council's own costs). If the total cost to the Council exceeds the amount (if any) due to the Consultant, the difference shall be recoverable by the Council from the Consultant.
- 8.3 In addition to its rights of termination under paragraph 8.2 the Council shall be entitled to terminate this Contract by giving to the Consultant not less than thirty days notice to that effect.
- 8.4 Termination under paragraphs 8.2 and 8.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Council. The Council shall be entitled to immediately terminate this Agreement by notice in writing to the Consultant if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Consultant because either the Consultant has acted unlawfully or fraudulently or because (owing to the Consultant's conduct) there has been a serious breakdown of mutual trust and confidence between the Council and the Consultant.
- 8.5 If, on termination, the Consultant owes the Council money under this Contract, then the Council may set off any such sum against any money it subsequently owes to the Consultant under this Contract.

9 Assignment

- 9.1 Neither the Council nor the Consultant shall without the written consent of the other assign this Agreement

10 Sub-Contracting

- 10.1 The Consultant shall not sub-contract the provision of the Service or any part thereof without the prior written consent of the Client Officer

11 Statutory Obligations

- 11.1 The Consultant shall comply with any statute, any statutory instrument, rule or order or any regulation or byelaw applicable to the Service

12 Value Added Tax

- 12.1 The charges due to the Consultant under this Agreement shall be exclusive of any value added tax and the Council shall pay to the Bank any value added tax properly chargeable by the Commissioners of Customs and Excise on the provision to the Council of the Service by the Consultant under this Agreement

13 Prevention of Corruption

- 13.1 The Council shall be entitled to cancel this Agreement and to recover from the Consultant the amount of any loss resulting from such cancellation, if the Consultant shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Consultant) or if in relation to any agreement with the Council the Consultant shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof

14 Notices

- 14.1 Any notice to be given under the terms of this Agreement shall be in writing and given by actual delivery or by registered post or by recorded delivery and if sent by registered post or by recorded delivery the Notice shall subject to proof to the contrary be deemed to have been received 48 hours after the date of posting

15 Arbitration

- 15.1 All disputes or differences which shall at any time arise between the parties whether during the period that this Agreement operates or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties hereunder or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single Arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

16 Waiver

- 16.1 The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

17 Variation

- 17.1 Any variation of the terms and conditions of this Agreement shall not be effective unless in writing and signed by both parties

18 Force Majeure

- 18.1 In the event that the Consultant is unable to carry out the services for whatever reason (save for reasons of Force Majeure) then any advance payments paid to the Consultant shall be refunded in full to the Council.
- 18.2 If either Party fails to carry out its respective obligations under this Contract as a result of Force Majeure then whichever Party is affected shall not be liable under this Contract for any such failure.
- 18.3 This is subject to the proviso that whichever Party is affected shall have given the other notice that such failure is the result of force Majeure within three [3] Working Days of such failure occurring. If notice is not given in accordance with this Clause 18 then the failure may be regarded as simply Non Performance.
- 18.4 If an event of Force Majeure occurs then the Council shall meet with the Consultant to discuss how best the Consultant can continue to provide the Service until the Force Majeure event ceases, which may include the Council providing the Consultant with assistance where appropriate.
- In this Clause 18, Force Majeure means:
- i) An act of war; or
 - ii) An act of God; or
 - iii) A decree of Government; or
 - iv) Riots; or
 - v) Civil commotion; or
 - vi) Any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 18.5 For the avoidance of doubt Force Majeure shall not include any pre notified labour dispute between the Consultant and its staff, any other staffing problem, or the failure to provide the Service by any of its sub-Consultants.
- 18.6 In the event that a Party is prevented from carrying out its obligations by an act of Force Majeure which continues for a period of thirty [30] days, the other Party may terminate the Contract by notice in writing giving seven [7] days notice.

19 Contracts (Rights of Third Parties) Act 1999

- 19.1 Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it

20 Health and Safety

- 20.1 The Consultant shall at all time take all such precautions as are necessary to protect the health and safety of all persons employed by it and all users of the Service and shall comply with requirements of the Health and Safety at Work Act. 1974, (and any amendments or re-enactments thereof) and of any other Acts, Regulations or Orders pertaining to the health and safety of employed persons or others.
- 20.2 For as long as this Contract is in force the Consultant must have in place a health and safety policy which complies with all statutory requirements.
- 20.3 Failure by the Consultant to comply with its obligations under this Clause 20 may be regarded as a fundamental breach of this Contract

21 Entire Contract

- 21.1 This Contract sets out all the terms and conditions which the Council and the Consultant have agreed regarding the provision of the Service. This means that it supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Contract; provided that nothing in this Clause 21 shall exclude any liability for, or remedy in respect of, fraudulent or negligent misrepresentation.
- 21.2 The Consultant has satisfied itself in relation to any matters or information upon which it is relying upon in deciding to enter into this Contract.
- 21.3 This Contract is the sole Contract for the Service between the Council and the Consultant.

22 Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with the Laws of England and the parties will submit to the exclusive jurisdiction of the courts of England and Wales

23 Freedom of Information

- 23.1 In entering into the Contract/Agreement to provide services for the Council, which is defined as a public body under the Freedom of Information Act 2000 (which phrase also includes the Environmental Information Regulations and Guidance) (the "FOI Act") the Consultant acknowledges the FOI Act.
- 23.2 The Consultant agrees to use all reasonable endeavours to assist the Council to comply with its obligations imposed under the FOI Act including (without limitation):
- where necessary to provide the Council with reasonable assistance in complying

with any Request for Information served on the Council; and

- to process Information provided to the Consultant by the Council, in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the FOI Act.

- 23.3 Where the Council receives a Request for Information from a third party which relates to this Contract/Agreement, the Council shall notify the Consultant promptly in writing of such Request. The Consultant shall respond with its representations to the Council within 5 working days of receipt of the Council's notification. Provided that the Consultant's representations are provided within this timescale the Council will take them into account in considering the Request for Information. However, the Council must deal with the Request for Information in accordance with the FOI Act (and supporting guidance) and therefore the Consultant's representations will not be binding upon it.
- 23.4 The Consultant will notify the Council of its nominated representative (from time to time) to deal with FOI Act related issues. The Council's nominated representative is the Council's Freedom of Information Officer.
- 23.5 To the extent that the FOI Act applies to the Consultant (under section 5 of the Act or otherwise), the Consultant shall:
- 23.6 comply with the FOI Act (including (without limitation) the Lord Chancellor's codes of practice issued under sections 45 and 46 of the FOI Act); and
- 23.7 where the Consultant receives a request for information from a third party which relates to the Council and/or this Contract/Agreement:
- inform the Council about the request for information and the nature of the Information being sought as soon as reasonably possible;
 - consider and apply all lawful exemptions provided under the FOI Act to withhold information sought in terms of the request for information;
 - consult with the Council prior to the disclosure of any such Information; and
 - keep the Council informed about the Consultant's progress in dealing with any Request for Information and where requested by the Council, provide the Council with copies of any correspondence and documents relating to the Request for Information.
- 23.8 Where the FOI Act does not apply to the Consultant (under section 5 of the FOI Act or otherwise) and the Consultant receives a Request for Information from a third party which relates to the Council and/or this Contract/Agreement, the Consultant shall:
- promptly inform the Council about the receipt of the Request for Information; and
 - not disclose or release Information in response to the Request for Information without first consulting with and obtaining the consent of the Council.
- 23.9 Information and Requests for Information shall have the same meanings given to these terms in the FOI Act.
- 23.10 Nothing in this clause shall prevent either Party from using, in the course of its normal business, any techniques, ideas or know-how gained during the performance of this

Contract/Agreement, to the extent that this does not result in a disclosure of contract-specific information.

The Consultant shall not use any Information for the direct solicitation of business from the Council or any other public body.

Signed by an authorised signatory on and
behalf of the **COUNCIL**

Authorised signatory:

Print Name:

Title:

Date:

Signed by an authorised signatory on and
behalf of the **CONSULTANT**

Authorised signatory:

Print Name:

Title:

Date:

SCHEDULE 1

Specification

INTRODUCTION

Cheshire East Council provides Leisure facility services through a combination of wholly occupied and dual use centres as part of a wider ranging leisure service that includes a theatre, civic halls and community centres, libraries, parks and sports, play, arts and health development. It operates 16 main leisure facilities including 9 swimming pools across the geographical area (see Appendix B). There are 9 dual use centres provided in partnership with local high schools located at Sandbach, Middlewich, Alsager, Holmes Chapel, Knutsford, Poynton and three others located in and around Crewe. Four of these joint use facilities also share use of a community swimming pool.

Generally, the main leisure facilities were provided by the then Cheshire County Council and relevant District Councils in the mid to late 1970s. Although in most cases they are in a reasonable condition, the facilities need significant investment mainly in plant and equipment. Most facilities also need some general modernising in order to meet the increasing expectations of the communities they serve. There are a number of residual plans from the previous Authorities of varying complexity. Some of these cover facility rationalisation and improvement which will require evaluation as part of this appraisal.

The Council employs approximately 92 full time staff leisure facilities staff with a further 61 full time equivalent (f.t.e) part time staff. Of the 16 main facilities, currently 9 are registered and accredited with "Quest", the national quality leisure service initiative programme endorsed by Sport England and the Local Government Association.

The Leisure Facilities Division lies in the Health and Wellbeing Service which covers a wide range of Health Improvement, Cultural, Sporting, Recreational and Leisure activities, the combination of which, encompass most of the DCMS portfolio making it a large and significant Service which touches a wide range and large number of Cheshire East residents and visitors. Cheshire East is a new Unitary Authority offering a new mix of opportunities. It has been created from the abolition of the former Cheshire County Council and the District Councils of Congleton, Crewe and Nantwich and Macclesfield.

A critical part of the work will be to capture and critically evaluate recent appraisals of each of the previous Authorities, together with the current thinking and preferred route the new adjacent Cheshire West and Chester Authority and of Warrington Borough Council may take. Also running in parallel is the Facility Improvement Service (FIS) sponsored by Sport England. Immediately prior to making any final recommendation, due regard must be paid to the position of these other Authorities and the appraisal must also incorporate any findings or conclusions of the FIS.

CURRENT POSITION

Cheshire East Borough Council is currently considering its strategy for the provision of leisure facilities in the Borough. A sub group led by the Executive portfolio holder is working to identify the most suitable management option for the existing facilities. The new Authority will want to ensure that the preferred management arrangement is the best one in order to take forward the envisaged facility development and improvement agenda. Provision within the Borough

needs future improvement, rationalisation and development. The options appraisal must therefore consider from best practice and examples elsewhere which of the range of delivery options will best be able to contribute towards this.

A number of other parallel reviews are also being conducted, the most relevant of which are:

1 The review of events will include all events across the borough to which the council makes a contribution, from those the council funds organises and manages to those where a grant is given to those where support is in kind. The aim of the review is to rationalise the number and type of events supported across the new borough and to ensure there is equity of provision.

2 The review of the Lyceum Theatre will consider all aspects of the operation from management arrangements to programming and funding. The review will identify options for the future management and funding of the service. This is not a facility within the direct scope of the options appraisal but a similar fundamental review of its future delivery is underway.

3 Running parallel to this options appraisal is the Sport England sponsored Facility Improvement Service (FIS). Agreement has been reached with Sport England to synchronise any findings and conclusions which arrive out of their work in late August and September with the work of this consultancy work. This has been done to ensure that the Options Appraisal has the all the Strategic Issues linked into the appraisal of the delivery models.

Appendix B details the Work Programme of the People Directorate, its Vision, Priorities and the required Outcomes.

PROPOSAL

Cheshire East Borough Council is seeking submissions of proposals from suitably qualified and experienced independent consultants who wish to be considered to undertake an appraisal of the options for managing the service delivery through the Council's Sports and Leisure facilities. The Council is committed to meeting its objective of continued improvement through the delivery of high quality services and wishes to determine the most suitable option available to achieve this objective.

The outcome from the appraisal is expected to provide a detailed management options appraisal. It will identify and evaluate all suitable management options having examined sufficiently each of the Leisure facilities. The suitable management options will include:

- A New Leisure Trust or Limited Company
- Transferral to an existing Leisure Trust or Limited Company
- Community Interest Company
- Transferral to the Private sector
- Retaining the Service In House

It will provide an in depth analysis of the financial and operational implications of each option as they specifically apply to Cheshire East Council.

The report will include advice on associated legal and practical issues including but not exclusively:

- Local authority powers
- Land Disposal Issues
- Tax/VAT issues
- NNDR issues
- Staff and pensions issues
- Implementation issues
- Governance issues

The report will conclude with a definitive recommendation, clearly identifying the option most appropriate for Cheshire East Council's Leisure service delivery and should robustly substantiate the recommendation. It should include an outline implementation strategy and programme for the recommended proposal, including time scales and associated costs. The appointed consultant will be required to present their report to Council Members at an agreed date. Whilst it is appreciated that the new Council is still in formation, consultants should not, as a result use this to pose more questions than answers. Definitive conclusions and recommendations are required.

The Council is open to all ideas and there may be other avenues that the consultant considers relevant and wishes to illustrate as a part of this appraisal.

In order to achieve this, the consultant will need to interview and engage with a range of Cheshire East Officers and require them and others to provide information in the form of reports, email, and other documentation. Access to Officers and the provision of information will in all circumstances be provided as freely as possible.

The consultant will need to ensure that the work properly incorporates the findings, outcomes and conclusions from the parallel work of the Facility Improvement Service provided by Sport England through Genesis Consulting. Agreement has been reached to provide this from Genesis consulting in and around the end of August and September. The consultant must demonstrate a clear understanding of the aims, terms and scope of this parallel work and explicitly undertake in any submission to work co-operatively and in a timely fashion with Genesis consultants. This will form a part of the evaluation.

THE SERVICE

Consultants should:

- Outline their approach and methodology to the work
- Outline the programme of works
- Identify who will be carrying out the work, their roles and experience, with an estimate of the time required for each task and who would be responsible for managing the interface.
- Provide evidence of independence - Appendix A

- Provide evidence of experience – Appendix A
- Provide a clear, easily navigable and understandable tender document – Appendix A

THE REPORT TIMETABLE

Bids to be submitted by 19 June 2009

- Submissions will be assessed in terms of quality and cost, and the preferred bidder will be selected and appointed by 26 June 2009
- Interim Report to be submitted by 11 September 2009
- Final Report to be submitted by 25 September 2009
- Presentation to sub group meeting in October 2009
- Possibly a further presentation to a Council Committee in November 2009

CONTACT DETAILS

All contact in the first instance about this contract and submission of tender documents is to:

Rob Hyde
Service Development Manager
Health and Wellbeing Service
Room 275
County Hall
Chester
CH1 1SF

Tel: 01244 972621
Mob: 07787960290
Email: rob.hyde@cheshireeast.gov.uk

Appendix A**APPOINTMENT CRITERIA****Essential Criteria**

Criteria	Requirement	Weighting
Independence	Consultancy must provide evidence that they are entirely independent of any operational organisation or provide assurance that related operators will be excluded from further involvement in any operator contract resulting from the report	Absolute compliance
Programme	Consultancy must be capable of achieving the programmed timescales	Absolute compliance

Evaluation Criteria

Experience	Suitably experienced company able to demonstrate successful implementation and outcomes from previous work as well as at least two recent references, (whom we may approach) from bodies ideally including at least one local authority.	Marked out of 70
Flexibility	Running parallel to this options appraisal is the work of the FIS. Demonstrable understanding of the FIS and commitment to work cooperatively and incorporate as detailed in the narrative	Marked out of 10
Cost	Total of all fees to be detailed	Marked out of 30
Quality and Clarity	Readily understandable and comparable tender	Marked out of 10

Maximum Total 120

Appendix B

(The main leisure facilities are;

- Alsager Leisure Centre - Joint use facility shared with the local High School providing a 25m swimming pool, sportshall, squash courts, fitness suite, sauna, full size artificial floodlit pitch and other social and meeting rooms. The Centre is Quest accredited
- Barony Sports Complex (Nantwich) - supporting outside football pitches the site also provides a floodlit 3G Astroturf pitch, floodlit tarmac 5-a-side area, floodlit tennis courts, floodlit bowling green, floodlit skatepark and an indoor fitness suite.
- Congleton Leisure Centre – 25m swimming pool plus learner pool , sportshall, fitness suite and dance studio The Centre is Quest accredited.
- Coppenhall Leisure Centre – Joint use facility shared with a local high school providing a sports hall, drama/dance studio, floodlit artificial pitch, grass football pitches and other social and meeting areas. The Centre is Quest accredited
- Crewe Swimming Pool – 25m swimming pool plus learner pool, fitness suite, sauna, cyber café. The Centre is Quest accredited
- Holmes Chapel Leisure Centre – sports hall, drama/dance studio, floodlit tennis courts, fitness suite, meetings rooms. The Centre is Quest accredited.
- Knutsford Leisure Centre – Joint use facility shared with the local High School providing 25m swimming pool, sports hall, squash court, fitness suite, full size floodlit artificial pitch, 4 tennis courts, drama/dance studio.
- Macclesfield Leisure Centre – 25m swimming pool and learner pool, sports hall, fitness suite and aerobics studio, floodlit athletics track and infield football pitch, climbing wall, meeting rooms, bars and catering. The Centre is Quest accredited.
- Malkins Bank Golf Course - 18 hole course and 19th hole catering and refreshment facilities
- Middlewich Leisure Centre – sports hall, full sized floodlit artificial pitch, tennis courts, fitness suite, meeting rooms and social areas.
- Nantwich Swimming Pool – 25m indoor swimming pool and learner pool 30m outdoor brine swimming pool, fitness suite. The Centre is Quest accredited.
- Poynton Leisure Centre – Joint use facility shared with the local High School providing 20m swimming pool, sports hall, 2 squash courts, fitness suite, dance, drama and aerobics studios, tennis courts, multi use games area.
- Sandbach Leisure Centre – Joint use facility shared with the local High School providing 25m swimming pool, sports hall, fitness suite, drama studio, squash courts, social areas and meeting rooms.
- Shavington Leisure Centre – sports hall, full sized floodlit artificial pitch, 4 tennis courts, floodlit 5-a-side area, fitness centre including interactive centre for young people, the elderly and people with a disability, meeting rooms. The Centre is Quest accredited.

- Victoria Community Centre – sports hall, full sized floodlit 3G artificial pitch, floodlit athletics track with high grade floodlit football pitch on the infield, drama and dance studios, activities hall, fitness suite, specialist family centre including OFSTED registered pre-school playgroup, bars and catering. The Centre is Quest accredited.
- Wilmslow Leisure Centre – 25m swimming pool, sports hall/performing space, fitness suite, aerobics and dance studios, meeting rooms and social areas, bar and catering.

Leaflets and further information may be obtained from the Council's Website or from Mr Keith Pickton Leisure Facilities Manager (keith.pickton@cheshireeast.gov.uk) Tel 01270 537795

All sites are run on a commercial basis and are subsidised by the Council through the funding of the operational deficit. This deficit is increasing and action needs to be taken to reverse the trend and reduce the Council's financial obligation whilst retaining its operational commitment. Sound management information is held for all sites and the latest accounts are set out in Appendix D.

Appendix C**THE WORK PROGRAMME OF THE PEOPLE DIRECTORATE****The Council's Vision**

The vision of Cheshire East Council is to: **Work together to improve community life**

The Council's Priorities

To achieve that Vision, the Council has set the following priorities which are particularly relevant to its People Directorate:

To enable all children and young people to fulfill their potential by:-

- Promoting their safety, care and stability.
- Improving their educational attainment.

To improve the wellbeing, health and care of people by:-

- Encouraging healthier lifestyles
- Increasing for older and disabled people their choices and their control over the resources made available to them.

The Purpose of the People Directorate

In the context of the Council's Vision and Priorities, the People Directorate's Purpose is to:-
Improve the wellbeing, health and care of all Cheshire East's people

The Outcomes Wanted

The outcomes which the People Directorate wants to achieve for people are that they should:-

• Live Healthy Lives.	• Be Helped to Stay Safe.	• Learn, Develop and Achieve.
• Maintain Personal Dignity and Respect.	• Experience Freedom from Discrimination.	• Make a Positive Contribution.
• Have Increased Choice and Control.		

The Objectives of the People Directorate

In order to achieve those Outcomes, the People Directorate will be pursuing a number of overarching Objectives. Those Objectives are:-

• To Improve Performance.	• To realise the People Concept.	• To Transform Services.
• To become more Local.	• To join more and better with Health.	• To work Corporately.

The Challenges facing the People Directorate

In pursuing those Objectives the People Directorate faces a range of challenges:-

• Inherited Service Problems.	• Non-negotiable Government Initiatives.	• Our Ageing Population.
• Access.	• Systems.	• Financial Constraints.
• Prevention.	• Expectations.	• Inequalities.
• Workforce.	• Transition.	

Appendix D

Financial Statement of each facility

Business Unit/Division	Total East Budget 2008-09	Employees	Premises	Transport	Supplies & Services	Transfer Payments /Third Party Payments	Sub-total of Non Pay items	Income	Capital Charges	Total	Business Rates Payable
Leisure Centres	1,162,120	584,000	540,000	1,000	126,000	5,000	672,000	-888,000	794,120	1,162,120	139,860
Leisure Centres	701,555	439,000	259,000	0	93,000	61,000	413,000	-665,000	514,555	701,555	71,550
Leisure Centres	51,000	301,000	110,000	3,000	46,000	33,000	192,000	-442,000	0	51,000	28,630
Leisure Centres	33,000	314,000	91,000	1,000	46,000	5,000	143,000	-424,000	0	33,000	30,470
Crewe Pool	545,770	431,580	177,370	870	48,080	0	226,320	-252,760	140,630	545,770	25,640
Crewe Pool - Fitness Suite	2,440	47,060	0	0	21,080	0	21,080	-65,700	0	2,440	
Nantwich Pool	518,160	490,760	224,400	890	51,130	0	276,420	-382,720	133,700	518,160	33,260
Nantwich Pool - Fitness Suite	-65,360	51,710	330	0	22,510	0	22,840	-139,910	0	-65,360	
Barony Park Sports Complex	69,850	52,620	34,690	100	4,870	0	39,660	-26,570	4,140	69,850	7,110
Barony Park Fitness Suite	4,910	46,380	0	0	8,310	0	8,310	-49,780	0	4,910	
Shavington LC	45,190	215,790	6,890	620	26,620	0	34,130	-205,940	1,210	45,190	
Shavington Fitness Suite	-17,930	36,780	0	0	22,920	0	22,920	-77,630	0	-17,930	
Shavington LC - CCC	56,300	0	124,000	0	0	0	124,000	-67,700	0	56,300	25,590
Coppenhall LC	149,420	169,560	126,960	360	25,850	0	153,170	-174,120	810	149,420	24,660
Alsager Leisure Centre	318,802	261,130	8,670	210	31,130	169,090	209,100	-193,190	41,762	318,802	50,820
Alsager Leisure Centre - Bar	-11,440	9,170	400	0	19,810	0	20,210	-40,820	0	-11,440	
Alsager Leisure Centre	-72,600	34,090	0	0	5,580	0	5,580	-112,270	0	-72,600	
Alsager Leisure Centre	-870	1,170	0	0	1,830	0	1,830	-3,870	0	-870	
Alsager Leisure Centre	-17,090	0	2,110	0	0	22,830	24,940	-42,030	0	-17,090	
Alsager Leisure Centre	-72,400	41,400	0	160	4,560	0	4,720	-118,520	0	-72,400	
Congleton Leisure Centre	533,729	356,570	254,000	100	47,120	0	301,220	-232,340	108,279	533,729	49,665
Congleton Leisure Centre	1,010	17,390	510	0	17,040	0	17,550	-33,930	0	1,010	
Congleton Leisure Centre	-65,310	31,410	450	0	6,330	0	6,780	-103,500	0	-65,310	
Congleton Leisure Centre	-1,650	3,780	0	0	1,240	0	1,240	-6,670	0	-1,650	

Congleton Leisure Centre	15,150	21,040	0	0	110	0	110	-6,000	0	15,150	
Congleton Leisure Centre	-83,360	64,140	890	0	6,400	0	7,290	-154,790	0	-83,360	
Sandbach Leisure Centre	200,668	248,380	6,020	100	33,770	111,240	151,130	-210,690	11,848	200,668	42,275
Sandbach Leisure Centre	-3,740	0	0	0	140	0	140	-3,880	0	-3,740	
Sandbach Leisure Centre	-89,750	48,840	450	0	5,400	0	5,850	-144,440	0	-89,750	
Sandbach Leisure Centre	-20,250	0	2,000	0	0	0	2,000	-22,250	0	-20,250	
Holmes Chapel Leisure Centre	112,170	114,620	4,780	310	15,220	54,780	75,090	-79,710	2,170	112,170	12,130
Holmes Chapel Leisure Centre	370	2,080	0	0	4,060	0	4,060	-5,770	0	370	
Holmes Chapel Leisure Centre	-8,010	7,310	0	0	1,300	0	1,300	-16,620	0	-8,010	
Holmes Chapel Leisure Centre	-10,110	0	0	0	3,540	0	3,540	-13,650	0	-10,110	
Middlewich Leisure Centre	143,965	114,650	50,600	110	13,250	0	63,960	-37,180	2,535	143,965	30,425
Middlewich Leisure Centre	-9,200	1,760	150	0	250	0	400	-11,360	0	-9,200	
Middlewich Leisure Centre	-18,350	0	15,550	0	0	0	15,550	-33,900	0	-18,350	
Middlewich Leisure Centre	1,440	10,520	0	0	3,190	0	3,190	-12,270	0	1,440	
Malkins Bank Golf Course	-187,255	85,160	29,770	1,600	22,410	0	53,780	-367,060	40,865	-187,255	0
Malkins Bank Golf Course - Club House	44,480	69,000	17,760	12,360	59,460	0	89,580	-114,100	0	44,480	
Malkins Bank - Maintenance	129,700	106,380	4,300	5,250	13,770	0	23,320	0	0	129,700	
	4,086,524	4,830,230	2,093,050	28,040	859,280	461,940	3,442,310	-5,982,640	1,796,624	4,086,524	572,085

From: HYDE, Rob
Sent: 01 June 2009 08:26
To: Knowles, Andrew Cllr (Cheshireeast); Domleo, Roland, Cllr (Cheshireeast); Keegan, Frank Cllr (Cheshireeast); Brown, David Cllr (Cheshireeast)
Cc: Arnold, Ainsley Cllr (Cheshireeast); Westwood, Ray Cllr (Cheshireeast); Edwards, Paul Cllr (Cheshireeast); Flude, Dorothy Cllr (Cheshireeast); Hammond, Cllr. John; KILMINSTER, Guy; Mountford, Paul
Attachments: Leisure Management Options Appraisal Contract 280509 (Final).doc

Councillors

I attach for your interest the contract for consultants to offer tenders for the Options Appraisal. This was sent out Thursday and I am expecting quotations on or before 19th May. The contract will be awarded after consultation with Cllr Knowles on or before the 26th May. This document is not for wider circulation.

You will note in particular on page 12 paragraph 5 the instruction to the consultant to incorporate the findings and outcomes of the Facility Improvement Service (consultancy support from Sport England) and consider any similar appraisal / evaluation from neighbouring authorities. This approach is in line with the paper you received on the 20th April.

The timetable is as follows

- Contract awarded 26th May 2009
- Interim Report (to Officers) to be submitted by 11 September 2009
- Submission of the final report by 25th September 2009
- Leisure Sub Committee meeting week commencing (5th October) (provisional)
- Possibly a further presentation by the consultant to a Council Committee in November 2009

A long list of 14 consultants was spoken to by me. Based on these conversations and their preliminary information supplied I selected 7 who received the contract. I am expecting quotations from the following:

- Genesis
- Pan Leisure
- Strategic Leisure
- Knight, Kavanagh and Page
- PMP
- Leisure Futures

Rob Hyde
Service Development Manager
Health and Wellbeing
Cheshire East Council
☎ 01244 972621
📞 07787 960 290
📠 01244 602454
✉ <mailto:rob.hyde@cheshire.gov.uk>

This page is intentionally left blank