

**EPPING FOREST DISTRICT COUNCIL
NOTES OF A MEETING OF LEISURE TASK AND FINISH SCRUTINY PANEL
HELD ON THURSDAY, 28 SEPTEMBER 2006
IN COMMITTEE ROOM 1, CIVIC OFFICES, HIGH STREET, EPPING
AT 7.08 - 8.35 PM**

Members Present:	Mrs H Harding (Chairman), Mrs P Brooks (Vice-Chairman), M Colling, Mrs A Grigg (Planning and Economic Development Portfolio Holder), Mrs J Lea, J Markham, Mrs P K Rush, P Turpin and J M Whitehouse
Other members present:	Mrs D Collins and C Whitbread
Apologies for Absence:	S Murray and Mrs P Smith
Officers Present	D Macnab (Head of Leisure Services), Mrs L MacNeill (Assistant Head of Leisure Services), A Clear (Leisure Services), B Ovens (General Manager Waltham Abbey Sports Centre) and A Hendry (Democratic Services Officer)

Also in attendance:

23. SUBSITUTE MEMBERS (COUNCIL MINUTE 39 - 23.7.02)

Noted that there were no substitute members for this meeting.

24. DECLARATIONS OF INTEREST

None declared.

25. TERMS OF REFERENCE/ WORK PROGRAMME

The Panel noted the Terms of Reference and Work Programme, which they considered still to be relevant and would not require any amendment.

26. CONSULTATION MEETING WITH HEAD TEACHER, KING HAROLD SCHOOL ON THE FUTURE MANAGEMENT OF WALTHAM ABBEY SPORTS CENTRE

The meeting welcomed Mr Mike Feehan, the Head Teacher of King Harold School, Ms Julie Johnson, the School Bursar and Ms Elaine Fletcher the Chairman of Governors for the School. The School representatives had been invited to discuss future management options for the Waltham Abbey Sports Centre with the Panel.

The Head of Leisure Services introduced the report giving a short history and background of the centre. The meeting noted that the Waltham Abbey Sports Centre is a Dual Use Sports Centre, located adjacent to King Harold Secondary School, in Broomstick Hall Road, Waltham Abbey. The Council enjoys the right to use the premise for the benefit of the wider community by virtue of a Joint Agreement entered into with the Education Authority i.e. Essex County Council. This Dual Use Agreement came into effect on the 1st October 1977, for a period of 30 years and is therefore due to expire on the 30th September 2007.

This Leisure Task and Finish Panel has been mandated to review future management options for the Sports Centre.

With the exception of the dance studio and the bar (which is closed during the day) the school has exclusive use of the Centre, Monday to Friday (8.30a.m. to 5.00p.m.) and priority use of the Centre, excluding the Squash Courts on Saturdays. In reality, very little call is made by the school for facilities on Saturdays. This exclusive use arrangement covers the 40 weeks of the school terms. All the facilities are available to the District Council to organise holiday activities during the school holidays.

Historically, it has been difficult to achieve high levels of use and participation by the local community. This can largely be attributed to the relatively utilitarian nature of the changing/toilet facilities, whilst well maintained and cleaned to a good standard, have been designed with school pupils in mind. This situation is also compounded by the irregular hours and the physical limitations of the facilities.

Staff are employed by Leisure Services to manage the building during all opening hours, to include the time allocated to the school. They take bookings, organise activities, promote the Centre, erect and dismantle equipment, oversee maintenance and ensure that the Centre is clean, safe and fit for purpose. Staffing levels are currently at the minimum level to cover the opening hours.

Under the requirements of the Joint Use Agreement, there is a share of responsibilities and cost liabilities. In general terms the District Council is responsible for largely meeting all costs with the exception of 20% of the General Manager's Salary and 50% of building maintenance costs and an apportionment of utilities costs in certain areas.

In July 2005 the Cabinet received a report concerning the County Council's wish to receive a 50% contribution, (£75,000) towards the cost of a new roof for the Sports Centre and a 50% contribution (£15,000) towards the cost of new sports hall heating. In the event the Council declined to contribute to the roof replacement arguing that it was not maintenance but "betterment" through replacement. The Council had not made any provision, as the item had not appeared on the agreed planned maintenance schedule. The Council accepted the heating costs and duly paid the £15,000 contribution.

At the last Cabinet meeting in September 2006, it was agreed to fund, at a cost of £10,000, the conversion of a largely redundant PE Staff Room in the Sports Centre, to provide accessible changing and toilet facilities. Importantly, this would allow the Centre to accommodate the "Sportability Club", a specialist club offering sports opportunities for young people with disabilities.

The Council is now realistically faced with the following options, which would require the agreement of the School:

a) Extend the current management agreement on largely the same terms

It would be possible if the school were willing to extend the current Agreement on largely the same Terms.

b) Extend the current management agreement but the District Council employ an external management contractor to undertake their obligations

In this scenario the Council would seek on a competitive basis, after some soft-market testing, a Contractor to deliver the service. This would be as per the Contract Arrangements with SLM, who manage the Council's other four Leisure Facilities. Leisure Services have obtained a legal view that as the Centre was outside the scope of the original Leisure Management Contract, it would be anti-competitive and open to challenge, to simply negotiate a contract variation with SLM.

c) Decline to enter into a further dual use arrangement with the school/cease the district council's future involvement.

There is no obligation within the current Dual Use Agreement for either party to extend or enter into any future arrangements. Indeed, there is no formal Exit Strategy in the Document.

Conversely, the school have the option that they may wish to manage the Sports Hall either directly, or utilising a Management Agent/Contractor that they appoint independently. The school would therefore have the ability to determine their own Programme of Use, the level of Community Use and their financial commitment.

d) Negotiate a new dual use agreement, which varies the respective terms and responsibilities, to reflect each party's future objectives.

It would be possible by mutual consent to negotiate New Dual Use Arrangements, which could alter the balance of responsibilities, and Financial Contribution, whilst still seeing to deliver the school's requirements for curricular use and guarantee a level of ongoing community access.

Mr Feehan told the Panel that he was concerned about the Waltham Abbey community and their access to sporting facilities. The Leisure provision in Waltham Abbey is split between the two sports centres. He noted that the school is pleased to work in collaboration with the District Council and to provide this essential community provision. He indicated that there was mileage in discussing the layout of the building and issues of management of the centre during school hours. In their view they would like to see the provision maintained and would prefer to opt for option 'd', as they would not like to see the centre close but would also not like to take on the management of the centre alone. Although the board of Governors now directly control the school, as a school they would not be allowed to use their money to subsidise other services and must concentrate on their core business of education. The school would wish to work with the District Council but not through the District Council to another party.

Councillor Whitbread said that the Council was also concerned about the community and their access to leisure facilities but had to look at it with a financial eye as well, and presently they do not have the money to invest in sports centres.

Councillor Mrs Rush asked if Mr Feehan had taken sounding from his older students about why they did not use the facilities after school. He replied that they had done various things to encourage the youths to use the facilities, but it came down to investment to attract community use. The Head of Leisure Services added that they had done a survey a couple of years ago with young people in Waltham Abbey, the results of which indicated a desire for facilities such as a Bowling Alley, McDonalds and/or a Cinema. Clearly the Council could not afford to provide things like that, which were the domain of the commercial leisure sector.

Mr Feehan was asked by Councillor Colling that, given the District Council had a tight budget, why was he against the possibility of alternative management. Mr Feehan replied that it was his and his governor's view that a school should not work with a private company; they are not comfortable with this idea as there was a fear that a private company would prefer to try and reduce costs and generate income at the expense of general community use.

Mr Feehan also queried the need to keep staff there during the school day. The Assistant Head of Leisure said that they were there to take bookings, keep it clean and on Health and Safety Grounds, but mainly because it was stipulated in the original agreement. It was also noted that if the cost were kept below the current £135k per annum, then a profit could be made.

In answering a question from Councillor Mrs Grigg, Mr Feehan said it was highly unlikely that the County Council would contribute to the running of the sports centre as their budget is devolved to the school. If the facility was left to the school, they would have to staff it and they could not afford to do that.

Councillor Mrs Lea asked if the centre was advertised sufficiently, Bill Ovens, the General Manager of the Sports Centre replied that that was not necessarily the problem, as the centre enjoyed good levels of use in the evenings.

Councillor Mrs Collins contended that the Council's costs were high and they needed to find another way of supporting the sports centre, through possibly a third party. If the school were concerned about commercialism an option such as a Charitable Trust or a "not for profit" partner could be explored. Mrs Collins asked that the Governors and the Head Teacher leave that option on the table.

Councillor Markham asked Mr Feehan how he saw the new agreement under option 'D' operating. Mr Feehan said he envisaged a similar sort of arrangement as now but a closer look will need to be taken at reducing the District Council's costs and increasing the use of the facilities. Whilst the current agreement is good for the school there was an acceptance that there needed to be a more effective and efficient partnership agreement to be put in place for the future.

Councillor Whitbread commented that an alternative partner could bring investment capital, which the Council could not. At this time he could not see the District Council continue to subsidise the centre, to the current level of £10 per visit.

In Conclusion

The Head of Leisure Services summarised the discussion as:

- The school does not want to manage the centre unilaterally, as they currently do not have the capacity;
- The school does not want to have a third party as a partner;
- The District Council would not like to rule out the third party option and would like to transfer risk and reduce costs.

It was agreed that Officers would meet with the school to start to negotiate potential terms of a new Agreement which would attempt to address each party's concerns and fulfil their objectives. Officers will provide a draft version of a new agreement and as the Council is presently budgeting for next year this will need to be done as a

matter of urgency. Mr Feehan agreed that the school will engage in the process and recognised the time pressures.

The Chairman brought the discussion to a close and thanked Mr Feehan, Ms Johnson and Ms Fletcher for their views and asked that officers got together with them in order to move this forward.

27. ANY OTHER BUSINESS

The Head of Leisure Services told the Panel that they still needed a dialog with the Grange Farm Trust about the Roding Valley Nature Reserve. He would like to invite them to a small meeting with just the Chair and Vice-Chair and Essex Wildlife Trust and Countrycare, to bring the trust up to date on what was proposed. It would also be an opportunity to ask the Trust if they would be willing to subsidise a half warden post as identified at the last meeting.

28. DATE OF NEXT MEETING

A suitable date was to be identified at the end of October/ beginning of November.