**KATHERINE TOWN COUNCIL MANAGEMENT SERVICES AGREEMENT**

**FOR**

**KATHERINE AQUATIC CENTRE**

### PURPOSE:

The purpose of this Agreement is to clearly define the relationship between the two parties for the management of and operations at Katherine Aquatic Centre (Katherine Aquatic Centre) following the successful awarding of T20 - 16 MANAGEMENT SERVICES FOR KATHERINE AQUATIC CENTRE.

The two parties are:

*Katherine Aquatic Centre Operator (The Operator)*

##### and

Katherine Town Council (Council)

Lot 1865 Stuart Highway Katherine NT 0850

This Agreement defines the terms for the relationship in the interest of a mutually beneficial arrangement.

### MANAGEMENT SERVICE AGREEMENT TERM:

The term of the Agreement will be in effect between the dates of **1 July 2021** to and inclusive of

**30 June 2024** and will be reviewed on the 1 July each year.

### LOCATION OF PREMISES:

### The Premises, *Katherine Aquatic Centre*, is located at 2525 Stuart Highway Katherine NT 0850.

### SCOPE OF AGREEMENT:

*The Operator* and Council will enter a formal partnership to jointly manage and operate the Katherine Aquatic Centre.

The scope of this Agreement includes:

1. **Katherine Aquatic Centre Facility Management and Operational Requirements**
2. **Management Fees**
3. **Intellectual Property**
4. **Disputes Resolution**

#### KATHERINE AQUATIC CENTRE FACILITY MANAGEMENT AND OPERATIONAL REQUIREMENTS

* 1. Hours of staffed operation

Under the scope of this tender Katherine Aquatic Centre will be staffed and operational (open to the public) between the following hours as depicted on the days below:

* Wet season - 1st November to 30th April
* Monday to Friday: 6:00am - 8:00am and 11:00am - 7:00pm
* Dry Season - 1st May to 1st October
* Monday to Friday: 11:00am - 7:00pm
* Weekends: 11:00am - 4:00pm
* Public Holidays:
* Christmas Day Closed
* Boxing Day Closed
* New Year's Day Closed
* Good Friday Closed
* Anzac Day 12:00pm - 7:00pm
* All others 11:00am - 6.00pm
* Hours of operation include select times and days where the facility may be hired for exclusive use by local Katherine schools and sporting clubs.
* Hours may be subject to change in line with numbers of patrons using the facility. Any adjustments to these hours shall be advertised accordingly.
	1. Katherine Aquatic Centre Staff Roles and Duties

Under the scope of this tender, *the Operator* will ensure qualified and trained employees attend Katherine Aquatic Centre during staffed hours of operation. Staffing levels will be compliant with all mandated requirements. *The Operator* will ensure all work procedures are documented, updated, and implemented, including staff safety inductions and training.

Staff roles may include but are not limited to:

* + - Administration and regulatory compliance
		- Supervisor, customer service and kiosk attendant
		- Lifeguard and program delivery
		- Security; opening and closing of facility
		- Minor maintenance and cleaning for pool, buildings, amenities, and grounds
		- Facility audit and serviceability inspections and reports
		- First aid, incident response, emergency and risk management
		- Water testing and management of chemicals
	1. Safety and Risk Management, Compliance and Reporting
* Regulatory compliance

*The Operator* shall satisfy all legislative requirements to be satisfied by or on behalf of Council. *The Operator*, upon finding that a legislative requirement is at variance with the Contract, shall promptly give Council’s Representative written notice thereof. *The Operator* shall always duly and punctually comply with all statutes now or hereafter in force and all requirements and orders of any authority (including without limitation), so far as they may be applicable to the Management services including:

* Pool operation in accordance with the Royal Life Saving Society Australia Guidelines (RLSSA) for Safe Pool Operation and Northern Territory Public Health Guidelines for Aquatic Facilities

<https://www.guidelines.royallifesaving.com.au/> <https://nt.gov.au/environment/water/water-and-your-health/public-health-guidelines-swimming-pool-operators>

* *The Operator* will document and implement procedures to manage water quality and all chemicals in compliance with all current and relevant Royal Life Saving Society Guidelines and Northern Territory Government Acts, Regulations, Codes of Practice and Standards
* Workplace health and safety and adherence to safe work practices in accordance with relevant NT WorkSafe Acts, Regulations, Codes of Practice and Standards <https://worksafe.nt.gov.au/laws-and-compliance>

<https://worksafe.nt.gov.au/forms-and-resources/codes-of-practice>

* Adherence to Northern Territory Food Safety Standards and regulatory requirements <https://nt.gov.au/industry/hospitality/accommodation-and-food-businesses/food-safety-and-regulations>
* Developing, maintaining, and implementing a Safety Management Plan and Emergency Response Plan for Katherine Aquatic Centre that align with RLSSA and NT WorkSafe guidelines and best practice
* In the event of a ***notifiable incident***, *the Operator* must immediately notify NT WorkSafe and Council and adhere to NT WorkSafe protocols and directions

<https://worksafe.nt.gov.au/notify-nt-worksafe/notifying-a-work-health-and-safety-incident>

* Chemicals

*The Operator* will be responsible for all pool chemical expenses including for procurement, transport, storage, application, monitoring and testing.

* Procedure

At the beginning of each day*, the Operator* will conduct an audit of the facility ensuring the facility is safe for public use. In the instance of potential or actual *major* structural damage, hazardous equipment or other dangers, *the Operator* staff will section off the designated area/s or asset, or determine to close the facility completely, and immediately report issues and actions to Council.

Under the scope of this Tender Council must initiate their own risk assessment where major issues are reported and resolve or replace majorstructural damage, hazardous equipment, or other dangers in accordance with those findings.

All lost time incidents shall be immediately notified to Council. *The Operator* must and within three (3) days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

* 1. Insurance

The operator shall effect a Public Liability Insurance Policy and Workers Compensation Insurance, indicating Council’s interest, with a company approved by Council. *The Operator* shall lodge with Council, copies of the policies. Such insurance shall remain in force for the duration of the contract.

Twenty million dollars ($20M) Public Liability insurance is required per year of the contract and any additional insurances as required for the conduct and duration of any programs and activities.

The Council shall insure all buildings and plant owned by the Council.

*The Operator* shall insure its own plant and equipment and shall confirm to all other statutory requirements relating to the employment of labour.

* 1. Facility Maintenance

*The Operator* and Council are jointly responsible for the ongoing maintenance of assets at Katherine Aquatic Centre.

These assets are categorised as follows:

1. **Access roads, footpaths, and car park**
2. **Buildings**
3. **Grounds, gardens and fences**
4. **Main pool and wading pool including surrounds**
5. **Filtration systems and water, electrical, and light fittings and installations**

Any and all works will be carried out by qualified and accredited contractors and to a standard that satisfies national certified benchmarks, and in a manner that accords with workplace health and safety guidelines.

Under the scope of this agreement Council and *the Operator* will assess and/or rectify all hazardous infrastructure and equipment within 7 days of formal notification.

Council officers or sub-contractors may at any reasonable time, having regard to the public use of the Aquatic Centre at the time and upon reasonable notice, enter the premises to effect repairs and maintenance for which the Council is responsible or for which *the Operator* is responsible but has failed to carry out within the time notified by Council.

The Pool/s may be closed for major maintenance (usually annually, but at the reasonable discretion of Council) and *the Operator* shall, upon direction from Council, promptly close the Pool/s to the public. Whilst it is envisaged that such closure would occur in July/August, Council may direct the Pool/s to be closed during other times if substantial work needs to be carried out to ensure the safety of patrons of the Pool/s. During the period of closure there will be no compensation to *the Operator* for any loss of operating and business income (kiosk sales, lesson fees or similar). Council will use its best endeavours to procure the completion of any major maintenance and the reopening of the Pool within 14 days but is not obliged to complete the maintenance within that time.

*The Operator* will meet all minor repairs and or one-off replacement costs as outlined under *the* *Operators Maintenance Obligations* to the value of $3,000 dollars, any costs in excess of $3,000 will be referred to Council. Council will meet all general repairs and or one-off replacement costs as outlined under *Council Maintenance Obligations*.

1. **Access roads, footpaths, and car park**
* *Council Maintenance Obligations*
	+ maintenance and repair all bitumen surfaces and line markings within Katherine Aquatic Centre car park
	+ maintenance and repair all concrete footpaths, kerbs, and gutters within and leading up to Katherine Aquatic Centre car park
	+ ground maintenance surrounding Katherine Aquatic Centre car park and roads, this includes the mowing of all areas
	+ watering and fertilising of all grass and planted areas surrounding Katherine Aquatic Centre and its car park
* *Operators Maintenance Obligations*
	+ cleanliness and general presentation of Katherine Aquatic Centre car parks, footpaths, pavements, gutters, and kerbs
1. **Buildings**
* *Council Maintenance Obligations*
* Maintenance and repair of light tower fittings and poles
* Maintenance of structural building components, roofing and concrete floors
* Installation and maintenance of any exterior ‘entrance statement’ facility sign
* *Operators Maintenance Obligations*
	+ Cleaning, minor maintenance and consumables for daily presentation and maintenance of interior and exterior of buildings to an acceptable standard that ensures functionality for the purpose they are intended
	+ Acquisition and maintenance of all equipment and consumables required for canteen and office operations
	+ Minor repairs and replacements of light, electrical and plumbing fittings and fixtures, tiles and paving, door and gate fittings and locks
	+ Acquisition, installation and maintenance of all signage for the premises, excluding any exterior ‘entrance statement’ facility sign
1. **Grounds, gardens and fences**
* *Council Maintenance Obligations*
* Provision of bore water supply for irrigation and garden maintenance
* Maintenance of pool boundaries (grass area) on the external perimeter of the Katherine Aquatic Centre fence
* Waiving all fees associated with the disposal of green waste from Katherine Aquatic Centre
* *Operators Maintenance Obligations*
* Watering at night only, and fertilising all grassed areas within Katherine Aquatic Centre to maintain green spaces
* Mowing of all lawns within Katherine Aquatic Centre to maintain grass at maximum 50mm height
* Controlling pests and insects to ensure no damage to vegetation or inconvenience to Katherine Aquatic Centre users
* Maintaining that all internal footpath edges are inline and level
* Ensuring ongoing weeding and all garden beds are mulched
* Removing all garden waste including clippings and tree branches from within Katherine Aquatic Centre
* Maintaining boundary fence and ensuring Katherine Aquatic Centre always stays secure
* The provision and maintenance of equipment, hoses, and sprinklers necessary to maintain the lawns and planted areas
* The provision and maintenance of the equipment needed to maintain the lawns and vegetated areas including mowers, edges, and whipper snippers
* Removal of waste generated from the Katherine Aquatic Centre
* The supply of all garbage bags and bins
* BBQs are to be cleaned after use and maintained in a serviceable condition and ensure gas is supplied as needed
1. **Main pool and wading pool including surrounds**
* *Council Maintenance Obligations*
* Maintenance of the main and wading pool structure, including replacement of tiles, repairing structural damage and painting of internal pool surface
* Repair or replacement of the shade awnings on all the shelters, including the major structure over the swimming pool, and repairing shade awnings and shelters within Katherine Aquatic Centre
* Repairs or replacement of the pool blankets
* *Operators Maintenance Obligations*
* Ensuring the pools are in a serviceable condition
* Maintaining a high standard of hygiene and presentation
* Implementing daily cleaning procedures for the pools and surrounds
* Regular removal of calcium deposits from the pools
* Servicing and maintaining pool cleaning plant and equipment
* Acquisition and maintenance of all equipment and consumables required for program delivery, including, but not limited to, life-guard and medical equipment, swimming aids, pool play equipment, and staff PPE
1. **Filtration systems and water, electrical, and light fittings and installations**
* *Council Maintenance Obligations*
* Repairs to filtration systems, water and electrical equipment in the event catastrophic failure or major threat to public health
* Scheduled maintenance, major repairs and replacements for all water and pool filtration system components including pumps, tanks, pipes, gauges, measuring equipment and fittings throughout Katherine Aquatic Centre
* Replacement and topping up of filter sand if and when required
* Scheduled maintenance, repairs and replacements for all electrical distribution boards and cabling
* Maintenance and repair of light towers and associated light fittings within Katherine Aquatic Centre and car park
* Compliance inspections and testing (‘test and tag’) for electrical distribution boards; safety shower and eyewash; and gantry crane certification
* Six (6) monthly maintenance of air conditioning units
* *Operators Maintenance Obligations*
* The skimming of and removal of loose matter, debris, particles, or foreign objects from the filtration tanks
* The replacement and repair of all security lights and light fittings and fixtures attached to the Katherine Aquatic Centre buildings
* Compliance inspections as may be required for electrical and medical equipment, first aid kits and any safety or other equipment and plant used by *the Operator*
* All electrical, water, sewer, and telecommunication service fees and charges associated with management and operations of Katherine Aquatic Centre
	1. Security

Security for the Pool will be the sole responsibility and expense of *the Operator*.

*The Operator* shall be responsible for all after-hours call outs to the premises generally and any subsequent costs associated with call outs. It will be *the Operator's* responsibility to attend all call outs and *the Operator* shall notify the Council on the next working day.

If a Council officer is called out after hours due to lack of availability of an *Operator's* representative, Council will invoice *the Operato*r at the current after-hours call out rate plus on-costs, of 54 percent (%). *The Operator* will provide Council with a minimum of three after hours contact phone numbers for call out purposes.

* 1. Provision of Activities

*The Operator* will provide the following fee for service programs at Katherine Aquatic Centre:

**Program Target**

* Aqua Safe Learn to swim program for children 6 months – 12 years of age
* Aqua Aerobics Adults and Seniors
* Pool Hire School groups; Swim clubs and squad training; Birthday parties; Ocean Commando run users; Private user groups

*The Operator* may introduce new programs and services to Katherine Aquatic Centre relevant to user groups and local demand.

* 1. Fees and Charges

*The Operator* shall determine all fees and charges applying to Katherine Aquatic Centre use. The following Schedule should be used as a guide:

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| ***Schedule of Fees and Charges*** |
| **Category** | **Description** | **Inc. GST** |
| **Membership** | Adult >16Y 12 Months | $247.00 |
| Adult >16Y 6 Months | $173.00 |
| Adult >16Y 3 Months | $111.00 |
| Adult >16Y 1 Month | $60.00 |
| Concession / Child 12 Months | $148.00 |
| Concession / Child 6 Months | $104.00 |
| Concession / Child 3 Months | $67.00 |
| Concession / Child 1 Month | $36.00 |
| Family 12 Months | $462.00 |
| Family 6 Months | $254.00 |
| Family 3 Months | $210.00 |
| Family 1 Month | $67.00 |
| Family Concession 12 Months | $277.00 |
| Family Concession 6 Months | $191.00 |
| Family Concession 3 Months | $137.00 |
| Family Concession 1 Month | $50.00 |
| CRD_PMScol_logoCRD_PMScol_logoCRD_PMScol_logoCRD_PMScol_logoCRD_PMScol_logoCRD_PMScol_logoCRD_PMScol_logo**Recreational Swimming - Casual** | Adult >16Y | $4.60 |
| Concession / Child | $2.75 |
| Infant 0Y to 3y | FREE |
| Family | $12.00 |
| Spectator | FREE |
| Adult >16Y 10x Visit Pass | $41.40 |
| Concession / Child 10x Visit Pass | $24.75 |
| **Swimming Lessons** | Swimming Lessons Fee (Per class) | $18.00 |
| Term Program Group (9 weeks) | $162.00 |
| Private Lessons (Per Class) | $60.00 |
| Private Lessons (9 weeks) | $540.00 |
| School Swimming Lessons | $12.00 |

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| ***Schedule of Fees and Charges continued*** |
| **Group Fitness** | Adult - Casual | $11.00 |
| Adult 10x Visit Pass | $99.00 |
| Seniors - Casual | $7.00 |
| Seniors 10x Visit Pass | $63.00 |
| **Facility Hire** | New Commando (Minimum 2 x hours) | $360.00 |
| Rocky Road Commando (Minimum 2 x hours) | $340.00 |
| Baby Commando (Minimum 2 x hours) | $320.00 |
| Private Pool Hire (inside business hours) 50m | $110.00 |
| Private Pool Hire (inside business hours) Infant | $50.00 |
| Private Pool Hire (outside business hours) Full | $210.00 |
| Lights (after 7.00pm) | $23.00 |
| Extra Lifeguards (for 3 hours) | $180.00 |
| Lane Hire Commercial | $19.00 |
| Lane Hire Community | $9.50 |

* 1. Sales, entry fees, membership, program and contract payments

*The Operator* will provide a point of sale system and maintain and hold accurate records of sales and cash handling procedures. Items of sale may include:

* Provision of services for programs and/or contracts
* Entry fees and membership payments
* Food, drink, and merchandise sales
	1. Objectives and Key Performance Indicators

*The Operator* must meet the Objective Targets each year, as specified below:

|  |  |  |
| --- | --- | --- |
| **Objective** | **Key Performance Indicator** | **Target P.A.** |
| Optimise facility usage | Event/facility hire bookings | Increase 5% |
| Develop skills and fitness | Program participation | Increase 5% |
| Increase community use | Memberships and public usage | Increase 5% |
| Operational viability | Monthly and annual financial reports | Submitted  |
| Facility maintenance | Complies with Section 1.5 and submit monthly facility inspection reports | 100% |
| Safety and risk management, and regulatory compliance | Complies with Section 1.3 and submit | 100% |
| Accurate reporting and records | Complies with Section 1.11 | 100% |

* 1. Reporting and Records

*The Operator* must provide to Council in hard copy, electronically or through access to a secure online portal the following information, data, records and/or documents that the Operator has developed and implemented to ensure safety and regulatory compliance as stipulated in this agreement:

* Audited financial statement submitted to Council within ninety (90) days of the end of each financial year
* Monthly KPI report (as per Section 1.10) submitted to Council by 15th day of each month
* Financial Year draft operating budget, including forecast revenue and expenditure, and recommendations for Schedule of Fees and Charges, to be submitted to Council by 30 April each year
* Develop and keep current standard operating procedures and plans including:
	+ risk assessments and safety management,
	+ incident and emergency response,
	+ staff training and inductions,
	+ asset, equipment and grounds inspection checklists and maintenance schedules,
	+ daily water quality testing and treatment regime
* Record and report to Council:
	+ Complaints
	+ Vandalism
	+ Infrastructure and plant damages and faults
	+ Incidents or breaches of safety regulations or guidelines
	+ Reactive/preventative maintenance works completed
	+ Rectification advice arising from building, facility and equipment inspections
1. **MANAGEMENT FEES**
* In consideration of the Services provided by *the Operator*, Council will pay the Management Fee to *the Operator* starting on the Commencement Date and thereafter in monthly intervals.
* *The Operator* will issue a tax invoice to Council for the Management Fee on or immediately after the 1st day of each month and Council will make payment within 14 days of receipt of undisputed claims.
* During the Term and any period after the Term when the parties continue to substantially perform their obligations under this Agreement by the consent (express or otherwise), the Management Fee will be reviewed on each anniversary of the Commencement Date in a manner that reflects and adopts the consumer price index (Darwin Index).
1. **INTELLECTUAL PROPERTY**

Any Katherine Aquatic Centre programs are the Intellectual Property of *the Operator*.

1. **DISPUTE RESOLUTION**

If there is a dispute between the two parties, (*The Operator* and Council) it will firstly be the responsibility of the appointed contacts to resolve the issue. If no resolution can be reached, there will be an escalation process to the Chief Executive Officer of Katherine Town Council and *the Operator’s* Board.