KENT COUNTY COUNCIL AGREEMENT REGARDING THE HOSTING OF ACTIVE KENT AND MEDWAY 2023 - 2027

CONTEXT

1. Active Kent and Medway is Kent's Active Partnership and previously operated as Kent Sport. It is one of 42 Active Partnerships in England.
2. Active Kent and Medway works with partners and networks across Kent and Medway – including governing bodies of sport, clubs, school sports networks, local authorities, and partners in health, adult social care, community cohesion, housing and transport – to provide opportunities for everyone to get involved in sport and physical activity for enjoyment as well as wider health and social outcomes.
3. As a not-for-profit Active Partnership, Active Kent and Medway is an unincorporated organisation and has been hosted and supported by Kent County Council (KCC) since its inception in 2006. It is governed by an independent board.
4. Our principal funders are Sport England and Kent County Council, whose strategies set the direction of our work and activity.
5. This hosting agreement sets out the remit and responsibilities of Kent County Council in relation to the Sport England System Partner Role (2022 – 2027) plus a range of other projects.
6. The establishment of an "Active Partnership" (AP) is a condition of Sport England's System Partner Contract awarded to Kent , and this agreement identifies Active Kent and Medway's roles and responsibilities, stakeholder makeup and governance arrangements.

THE ACTIVE PARTNERSHIP (AP)

7. The AP is known as "Active Kent and Medway". It consists of an independent board (the "Active Kent and Medway") and a staff team (the "Active Kent and Medway").
8. The Active Kent and Medway Board is an independent board which has been formed to guide the work of Active Kent and Medway, make decisions where appropriate, and to provide good governance. The Board's Governance Framework is attached in Appendix 1.
9. As the local lead agency for physical activity and sport, Active Kent and Medway's mission is to change lives through sport and physical activity, leading to improved physical health, mental wellbeing, individual development and social outcomes. Active Kent and Medway also acts as the consultative body on national and sub regional sport and physical activity matters on behalf of Kent.
10. Active Kent and Medway works with partners to coordinate the production of the Kent and Medway Sport and Physical Activity Strategy.
11. The Kent and Medway's Sport and Physical Activity Strategy's objectives will be achieved by partners from a wide range of sectors working on a whole-system approach to increase participation rates in the whole population, but with particular focus on targeting inactivity in under-represented groups, thus reducing health inequalities. Progress against the Strategy's objectives will be shared annually with KCC's.
12. The Active Kent and Medway Board and Team are responsible for the development and implementation of the Active Kent and Medway operational plan. This provides a clear road map for Active Kent and Medway's work, it intrinsically linked to the Kent and Medway Sport and

Physical Activity Strategy and is informed by an in-depth analysis of a wide array of data sources and insight. Active Kent and Medway makes evidence-based decisions and focus our efforts on making a real difference to the lives of local residents.

13. Active Kent and Medway's vision in **More People, More Active, More Often** and its mission is to improve **the lives of Kent's residents through sport and physical activity**.

Active Kent and Medway's objectives are to ensure that:

- Organisations who work with those who are less active, are embedding sport and physical activity into their services.
- The sport and physical activity sector is inclusive and accessible, and better able to meet the needs of our communities.
- New audiences are reached by prioritising resources to tackle inequalities.

LEGAL STATUS

14. Active Kent and Medway is unincorporated and as such works closely with an accountable body to act on its behalf. Kent County Council (KCC) has been appointed and agreed to host Active Kent and Medway for the duration of this Agreement. KCC will be known as the "Host Authority".
15. KCC will apply for and accept grants in its own name (acting as an "Agent") on behalf of Active Kent and Medway (the "Award Recipient"); the terms and conditions of any grant shall be binding on Active Kent and Medway. KCC will act as appropriate should any incident occur which produces financial risk in connection with the funding conditions of any award and, subject to clause 23, if the risks are not acceptable to KCC, it has the power to refuse to accept awards and take whatever action it deems necessary.
16. KCC will hold statutory responsibilities / liabilities as the direct employer of the Active Kent and Medway Team who will be KCC employees and will be bound by the policies and procedures laid down by KCC.
17. However, KCC will delegate authority to the Active Kent and Medway Board which means that the Board will have the independent responsibility for a number of specific functions including, but not limited to, oversight and management of the Active Kent and Medway Director, financial decision-making and strategy (including implementation thereof). For full details – see Appendix 1. In exercising these powers, the Board will work within the legal, policy and operating procedures of KCC and act within the boundaries and spirit of its delegated powers.
18. In order to participate in the Board's activities, KCC will maintain one nominated position on the Active Kent and Medway Board whilst Active Kent and Medway remains hosted by KCC. This will be a senior officer/director.
19. KCC may, subject to clause 24, take action as appropriate when any unexpected incident occurs that could result in defamation of character or bring the reputation of KCC into question.
20. KCC will provide the appropriate infrastructure and services (including but not limited to finance, accounting, audit services, office accommodation, IT equipment, HR, legal etc) to enable Active Kent and Medway to function effectively and efficiently.
21. KCC, through the Active Kent and Medway, will develop relevant Service Level Agreements with either individual or combined partners in order that the objectives of the System Partner Contract and any other Additional Services Contracts can be effectively and efficiently achieved.
22. All monies awarded to, or raised by, Active Kent and Medway, are the sole responsibility and under the control of the Active Kent and Medway Board whatever the legal status of Active Kent and Medway. In particular should Active Kent and Medway become an incorporated organisation outside of KCC, all monies are guaranteed to be transferred to the new legal entity.
23. KCC, as the Host Agency agrees to manage the day to day finances within the Host Agency's policies and procedures. Active Kent and Medway will have a separate bank account from the Host Agency, into which Sport England and other funding generated through the Active Partnership will be paid. The details of the delegated authorities are included in Appendix 1.
24. In the case of any dispute in relation to this Agreement the Dispute Resolution procedures set out in Appendix 2 shall be followed.

EFFECTIVE DATE AND PERIOD OF THE AGREEMENT

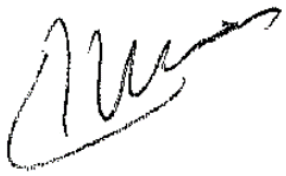
25. The agreement is to be effective for the period 1 April 2023 – 31st March 2027.
26. This agreement will be reviewed annually.
27. If either party wishes to terminate this Agreement, a minimum period of twelve months' notice must be given in writing. The parties agree that the first possible effective date for termination is 31 March 2024.
28. If either party materially breaches the terms of this agreement, including for avoidance of doubt any significant deterioration in the level or timeliness of any services, the other party shall have the right to terminate this Agreement on giving 60 days' notice in writing.

GOVERNING LAW

29. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED

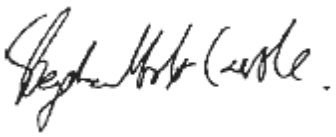
Name: Mike Hill Signed:



Date:

Position: Cabinet Member

Name: Stephanie Holt Castle Signed:



Date: 11 April 2023

Position: Director

Name: Graham Razey Date:

Position: Chair, Active Kent and Medway



Name: Liz Davidson Signed: Date:

Position: Director, Active Kent and Medway



25/04/2023