

Meeting of:	CABINET
Date of Meeting:	14 JANUARY 2025
Report Title:	THE PROVISION OF BEACH AND WATER SAFETY SERVICES IN PARTNERSHIP WITH THE ROYAL NATIONAL LIFEBOAT INSTITUTION (RNLI).
Report Owner / Corporate Director:	CORPORATE DIRECTOR - COMMUNITIES
Responsible Officer:	ZAK SHELL – HEAD OF OPERATIONS, COMMUNITIES
Policy Framework and Procedure Rules:	There is no effect upon the Council’s policy framework or procedure rules as a result of this report.
Executive Summary:	The purpose of the report is to request approval to establish a new long-term partnership arrangement with the Royal National Lifeboat Institution (RNLI) to operate a seasonal beach lifeguarding service at local beaches and in doing so seek a waiver under paragraph 3.2.3 of the Council’s Contract Procedure Rules from the requirement to obtain quotes or tenders by open competition and agreement to enter a contract with the RNLI.

1. Purpose of Report

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2. Background

- 2.1 There is a long-standing and successful partnership approach between Bridgend County Borough Council (BCBC) and the RNLI in relation to the provision of beach and water safety services in Bridgend County Borough. Two previous partnership agreements have existed, with the current one ending in 2024. These agreements have provided value for money, been delivered successfully, and provided a level of safety for beach visitors which would otherwise not have been available. It is considered that the service has become a core element of the offer for tourists to the area and assisted the County Borough in maintaining two Blue Flag beaches.
- 2.2 The beaches included in the agreements are Rest Bay, Coney/Sandy Bay and Trecco Bay, with cover of Pink Bay being delivered by the team based at Rest Bay.
- 2.3 Table 1 details the current service level and the resources provided by the RNLI for each season, showing the dates between which each beach is guarded, and the number of lifeguards required on each shift.

Table 1 Current provision

Beach Name	Early Season	Main Season Start	No. of Lifeguards - Main Season	Peak Season Start	No. of Lifeguards - Peak Season	Peak Finish	Main Season Finish	Full Finish	Comments
Coney/Sandy Bay	Yes	4th May	2	29th June	3		1st Sept		Easter Bank Holiday Only until Main Season Start
Rest Bay	No	25th May	4			1st Sept	15th Sept		Weekends Only After Peak Finish
Trecco Bay	Yes	4th May	2				1st Sept	29th Sept	Easter Bank Holiday Only until Main Season Start. Weekends Only Between Main Season Finish and Full Finish

2.4 Over the past 5 years the RNLI have dealt with 686 incidents on County beaches, resulting in 949 people being aided. Of this total, 149 people were rescued. Additionally, a total of 267 people were provided with medical aid, including trauma care and/or minor first aid. In total, the RNLI report that 12 lives have been saved over the period. It is to be noted that the terms used in this report have been taken from the RNLI's definitions used in their own reports, and the context of these definitions can be found in Table 2 below. This is a common framework used by the RNLI across all the beaches on which they provide a service.

Table 2 RNLI definitions

Definition	Context
Rescue	Where a lifeguard responds to a person at risk and physically returns them to shore or transfers them to another rescue craft
Assistance	Where a lifeguard aids a person in the sea who is at low risk but, if left, would be at risk
Casualty Care	Where a lifeguard formally assesses and/or treats a casualty according to RNLI casualty care protocols
Minor First Aid	Where a lifeguard treats a casualty due to sickness or injury who is at low or no risk but who requires treatment to ensure the risk does not increase
Search	An organised search, with other search and rescue units, for a missing person either at sea or on land
Missing/Found	Where a lifeguard assists in the location of children who have become separated parents/guardians, or other people who have been found or reported missing, including those who are known to be missing as a result of an incident in or on the water
Non-Aquatic Assist	When a lifeguard assists a person that was not in the water, or clears a sandbank of people who are at risk and ensures they return to shore

2.5 Table 3 shows incidents recorded over a 5-year period; Table 4 shows incidents by beach; Table 5 shows incidents by definition; Table 6 shows lives saved.

Table 3 Incidents recorded over a 5 year period

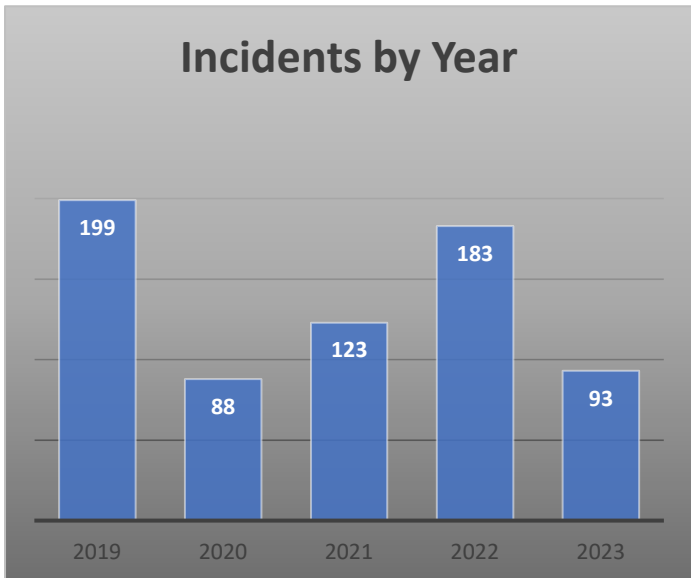


Table 4 Incidents by beach

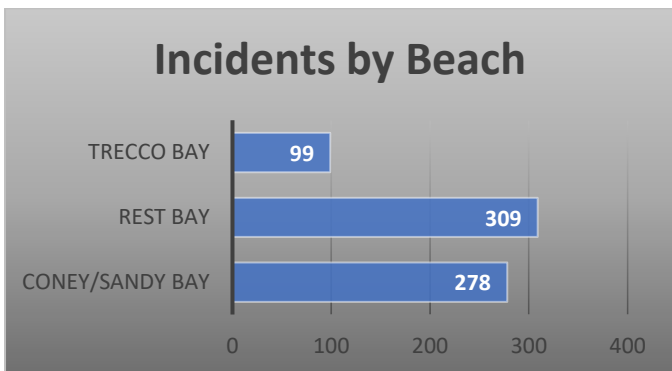


Table 5 Incidents by definition

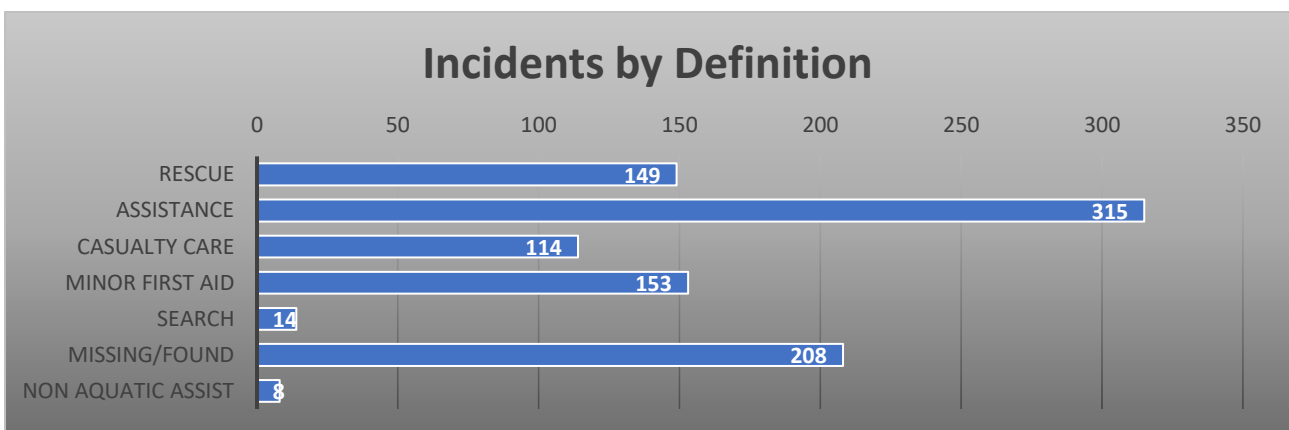
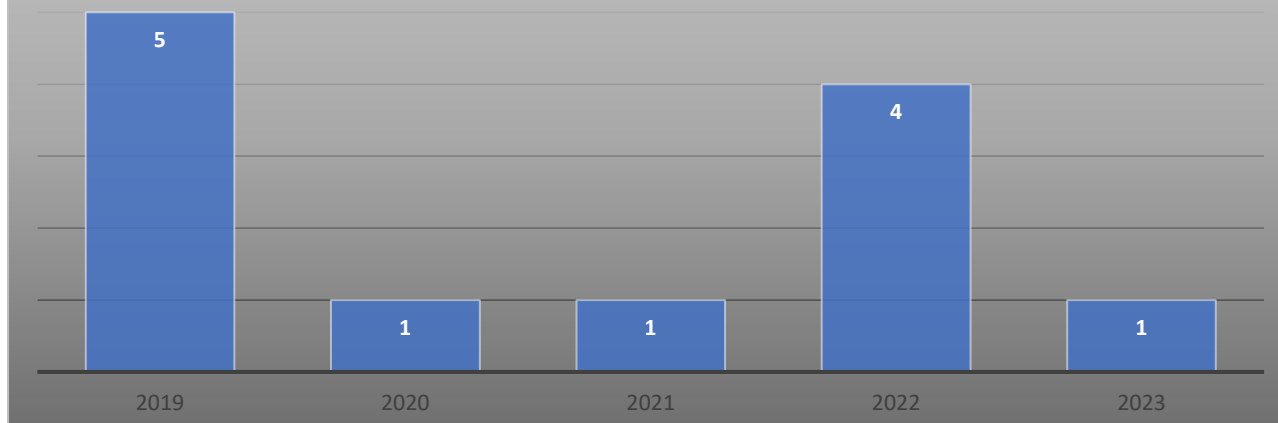


Table 6 Lives saved over a 5-year period

Lives Saved



3. Current situation / proposal

3.1 With the end of the current agreement between BCBC and the RNLI approaching, officers have been engaging in discussions with RNLI in relation to future options.

3.2 These discussions have been based on the following principles:

- High Profile Beaches: A potential lifeguard service prioritising cover on high profile beaches.
- Risk Based Priority: A potential lifeguard service developed on a risk-based approach, involving a review combined with an analysis of statistical information collected by lifeguards to help determine future options.
- Seasonality: Most incidents dealt with occur in July and August. Therefore, a potential lifeguard service that responds to this.
- Geography: A potential lifeguarded beach for the highest number of people, providing a spread of locations across Porthcawl's beaches.
- Resource availability: A potential lifeguard service based on the resource availability at this time, but cognisant of inflationary pressures.

3.3 Following discussions, four options are presented here for Cabinet consideration.

Option 1 – Cease financial commitment entirely. The 'do-nothing' option.

3.4 BCBC could decide to no longer provide a financial commitment towards the provision of a lifeguarding service on the beaches in Bridgend County Borough. This would create the expectation that the RNLI, as a charity, would continue to provide the service.

3.5 Option 1 would create a potential annual revenue saving for BCBC of £38,000

3.6 The following have been identified as points to consider regarding option 1:

- RNLI Response – Although they are a charitable organisation, the RNLI have stated that they will not be able to continue to provide lifeguarding services if BCBC do not provide a financial commitment in the future. They have around 50 other clients in the UK, including

other Local Authorities, that all make a financial contribution towards the lifeguarding services they receive.

- Public Safety – As can be seen from the statistical information earlier in this report, the lifeguarding supplied by the RNLI has had a measurable positive impact on the safety of beachgoers over the life of the agreement.
- Reputational – The provision of lifeguarding is required for a beach to be considered for a Blue Flag award. Without lifeguarding services, Blue Flag status will be lost.

Option 2 – Enter into a new agreement with fixed base financial commitment plus CPI uplift each year. The ‘maintain resource, with CPI uplift, but reduce service’ option.

- 3.7 Option 2 would keep the financial commitment at its current level, but would however include an CPI increase each year, but with no additional financial commitment other than that made available to respond to RNLI requests for further resources.
- 3.8 Option 2 would effectively freeze BCBC’s ongoing financial commitment at the current amount plus CPI, ensuring a known annual cost going forward.
- 3.9 In this scenario, the RNLI would still require that the BCBC contribution percentage increase and have indicated that if this option were chosen by Cabinet, it would be achieved via service level reductions.
- 3.10 Using a hypothetical 2025 season as an example, Table 7 shows the service reductions required to achieve the necessary percentage resource increase that has been requested by the RNLI.

Table 7 Option 2 potential service

Beach Name	Easter Bank Holiday?	Main Season Start	No. of Lifeguards - Main Season	Peak Season Start	No. of Lifeguards - Peak Season	Peak Finish	Main Season Finish	Full Finish	Comments
Coney/Sandy Bay	No	25th May	2	12th July	3		1st Sept		Main & Peak Season Only
Rest Bay	No	25th May	3			1st Sept	15th Sept		Weekends Only After Peak Finish
Trecco Bay	Yes	4th May	2				1st Sept	29th Sept	Easter Bank Holiday Only until Main Season Start. Weekends Only Between Main Season Finish and Full Finish

3.11 When comparing Table 7 to Table 1 the following should be noted:

- Trecco Bay – Service and staffing levels to remain unchanged.
- Rest Bay – The length of the service would remain the same as in 2024 but the total number of lifeguards would drop from 4 to 3 for the entire season.
- Coney Bay – No lifeguard service for Easter Bank Holiday, no lifeguard service from Early May Bank Holiday, with the service to start full-time from the late May Bank Holiday instead. The peak service would start 2 weeks later, moving from 28th June to 12th July, when staffing levels go up from 2 to 3 lifeguards.

3.12 These reductions are operationally significant and would occur on the busiest beaches; the cover provided on Trecco Bay is separately funded outside of BCBC and would not be reduced.

3.13 It could be considered that this potential reduction in service may come with similar non-financial costs to those discussed in option 1, with further reductions anticipated in future years due to the fixed financial commitment provided.

Option 3 – Enter into a new agreement with fixed annual financial commitment. The ‘maintain resource, with no CPI uplift, but reduce service’ option.

3.14 Option 3 would maintain the financial commitment at its current level, with no allowance for CPI and no increase to meet the RNLI’s request for a higher percentage contribution. This would effectively freeze BCBC’s ongoing financial commitment at the current amount, ensuring a fixed annual cost going forward.

3.15 This option would require an estimated further 3.5% (CPI assumption) cost reduction via service reductions on top of those described in Option 2.

Option 4 – Enter into a new agreement with an increased financial commitment. The ‘increase resource to maintain current service’ option.

3.16 To maintain service provision at the current 2024 season level for all beaches, as can be seen in Table 1, the RNLI have requested an annual increase of 4% to our total contribution on top of the CPI uplift, which equates to around £3,000 additional cost per year.

3.17 The option of maintaining the same level of resource and still maintaining the same level of service, the ‘same resource, same service’ option, is not something the RNLI are able to provide and therefore has not been presented as an option for Cabinet consideration.

3.18 It is proposed that if Cabinet choose either option 2, 3 or 4 that any further agreement would be based on the following requirements:

- The RNLI would generate investment towards the total costs of operations, which will be supplemented through the arrangement with BCBC.
- The provision for each season will be based on a recommendation from the RNLI, developed following a risk assessment of each of the beaches covered. RNLI will seek agreement from landowners for this provision.
- The RNLI will manage the recruitment, training, event cover, equipment, uniforms, supervision and management of lifeguards and ensure the shared use of facilities and joint working arrangements with local clubs within the parameters of the agreed resources.
- The RNLI will work with local stakeholders to consider options for additional services beyond those agreed within the parameters of the core service, provide cost estimates for such additional services and support local stakeholders to consider alternative additional resources required.
- Throughout each season regular update meetings will take place between BCBC and RNLI and the RNLI will produce an end of season report each year.

3.19 It is therefore proposed that Cabinet advise officers of their chosen option of those set out in this report.

3.20 If Cabinet chose either option 2, 3 or 4 then any future associated agreement will require a waiver of the Contract Procedure Rules relating to the requirement to obtain quotes or tenders by open competition for the provision of the services on the basis that the services can be provided by only one tenderer in accordance with rule 3.2.3. In proposing such an action, it

is highlighted that the RNLI is a unique organisation in respect of such services due to its core focus on coastal safety. What is proposed here currently operates successfully in other Local Authority areas, such as Swansea, Neath Port Talbot and the Vale of Glamorgan.

4. Equality implications (including Socio-economic Duty and Welsh Language)

4.1 An initial Equality Impact Assessment (EIA) screening has identified that there would be no negative impact on those with one or more of the protected characteristics, on socio-economic disadvantage or the use of the Welsh Language. It is therefore not necessary to carry out a full EIA on this policy or proposal.

5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives

5.1 The Well-being of Future Generations (Wales) Act 2015 Assessment Template has been completed and a summary of the implications from the assessment relating to the five ways of working is outlined below in respect of the proposal:

- Long-term: The elements that make up the proposed delivery for a new three year agreement with the RNLI have been identified following discussion with key stakeholders and in relation to current understanding of the potential long term challenges and opportunities.
- Prevention: A clear process, based on research and evidence has been undertaken to develop a service provision that seeks to provide a level of beach and water safety service appropriate for the proposed period.
- Integration: The proposed service delivery has been based on previous approaches taken within Bridgend County Borough, as well as approaches being undertaken in other areas.
- Collaboration: The proposed service delivery is based on collaboration between BCBC and its range of service areas and the RNLI.
- Involvement: The proposed service will be delivered in close partnership with a range of local stakeholders through existing engagement mechanisms. The delivery will be closely monitored with information for review sought from partners. The proposed future agreement will be based on involvement of local landowners and other service providers.

6. Climate Change Implications

6.1 There are no Climate Change implications arising from this report.

7. Safeguarding and Corporate Parent Implications

7.1 There are no safeguarding issues as a result of this report.

8. Financial Implications

8.1 The annual budget currently available for BCBC to contribute towards the overall cost of delivering the seasonal lifeguarding service is £38,000.

8.2 The financial commitment implications of the 4 options set out in section 3 of this report over a proposed 3-year agreement are presented in Table 8 below.

Table 8 3 year agreement proposals

	<u>Description</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Option 1	Cease financial commitment entirely	£0	£0	£0
Option 2	Enter into a new agreement with fixed base financial commitment (+ CPI)	£39,330	£40,707	£42,131
Option 3	Enter into a new agreement with fixed annual financial commitment (No CPI)	£38,000	£38,000	£38,000
Option 4	Enter into a new agreement with an increased financial commitment. (4% + CPI)	£40,903	£44,028	£47,392

8.3 The impact of these options, when compared to the current level of financial commitment, are set out in table 9 below:

Table 9 Impact comparison

	<u>Description</u>	<u>Impact in 2025</u>	<u>Impact in 2026</u>	<u>Impact in 2027</u>	<u>Total Impact</u>
Option 1	Cease financial commitment entirely	£38,000	£38,000	£38,000	£114,000
Option 2	Enter into a new agreement with fixed base financial commitment (+ CPI)	-£1,330	-£1,377	-£1,425	-£4,131
Option 3	Enter into a new agreement with fixed annual financial commitment (No CPI)	£0	£0	£0	£0
Option 4	Enter into a new agreement with an increased financial commitment. (4% + CPI)	-£2,903	-£3,125	-£3,364	-£9,392

8.4 If Cabinet chose Option 1, there is a recurrent budget saving of £38,000 per annum. If Cabinet chose Option 2, an application to the centrally held price inflation budget would be considered on an annual basis. If Cabinet chose Option 4, the additional cost pressure over and above CPI inflationary increases would have to be met from within the Communities Directorate existing budgets.

9. Recommendations

9.1 It is proposed that Cabinet:

- Advise officers of their choice of option on the way forward from those set out in section 3 of this report;
- note that if either option 2, 3 or 4 then any future associated agreement will require a waiver of the Contract Procedure Rules relating to the requirement to obtain quotes or tenders by open competition for the provision of the services on the basis that the services can be provided by only one tenderer in accordance with rule 3.2.3. In proposing such an action, it is highlighted that the RNLI is a unique organisation in respect of such services due to its core focus on coastal safety;

- note the financial implications of each option and how any increase in financial commitment would be funded;
- delegate authority to the Corporate Director, Communities, if either option 2, 3 or 4 are chosen, to finalise negotiations with the RNLI and enter into a three year partnership arrangement and associated service level agreement and any further deeds and documents which are supplemental to the agreement, and any subsequently required amendments, with the RNLI and in doing so agree a waiver under paragraph 3.2.3 of the Council's Contract Procedure Rules.

Background documents

NONE