



Subject:	Facilities Management Agreements at Clarendon Playing Fields
Date:	9 th May 2017
Reporting Officer:	Nigel Grimshaw, , Director City & Neighbourhood Services Department
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Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	The purpose of this report is to update the Committee on discussions with Clarendon Development Association regarding the future management arrangements at Clarendon Playing Fields.
2.0	Recommendations
2.1	The Committee is asked to; 1. Recommend to Strategic Policy and Resources that the Council enter into a Licence

	<p>Agreement with Clarendon Development to permit the locating of the proposed building on Council land adjacent to the existing pitches and include with it access and key holding arrangements;</p> <ol style="list-style-type: none"> 2. Agree to terminate the existing Facilities Management Agreement and to make a one off transition payment to the Club and agree to enter into a preferential use agreement as outlined at 3.11. 3. Agree to a one off transition payment to support the Association during the first year of the termination of the FMA. 4. Note that the SP&R Committee, at its meeting in May, is due to consider a proposal to move the redevelopment of the Clarendon pitch (development of a mini 3G pitch with floodlighting) to Stage 3 – Committed on the Capital Programme which if agreed will be a Council investment of approx. £450,000 5. Note that a wider update on the physical programme, including pitches, is due to be taken to Committee in June in the context of the local area asset planning for the consideration of Members
3.0	Main report
3.1	<p>Clarendon Development Association has held a Facility Management Agreement for a number of years which ended on 31 October 2015. Since that time, the agreement has been operating on a month by month basis in line with the terms and conditions of the FMA, i.e. the Association is responsible for bookings and undertakes routine maintenance for which they receive a maintenance fee and retain the booking income to be used for the betterment of the asset. Members are reminded that previously Council decided to phase out FMAs when the legal agreement reached the expiration date. Committee will also be aware that in 2015 a new initiative, Partner Agreements, was introduced to replace FMAs. These arrangements are in their second year and will be reviewed at the end of the current season. At present only 7 Partner Agreements have been entered into.</p>
3.2	<p>Council Officers have met with representatives from Clarendon Development Association who are aware that the FMA is being continued on a month by month basis. The Association is also aware that it is the intention to terminate the agreement.</p>
3.3	<p>The Association has indicated that it has previously, with Committee consent carried, out works to bring the facility to Intermediate League standard. It has also provided storage facilities and purchased equipment to undertake the maintenance of the pitches at a cost of around £20,000. This work was funded by the Association and included pitch railings and</p>

dug outs. The Association also has an application for funding with the Alpha Fund seeking funding to provide a wet room and kitchen area within the Pavilion. This is subject to approval through Alpha and subject to council consent at a later date. The investments in the facilities are noted, however provision is made within the agreement for such works to be undertaken at the Associations own risk. Nevertheless it does demonstrate the ongoing commitment of the Association.

3.4 Members are therefore asked to agree to the termination of the FMA at Clarendon with effect from August 2017. Members are reminded that when previous FMA's were terminated a one off payment of £10,000 was granted to the FMA holder to support the Holder in the first year of operation without the financial security provided by the FMA.

3.5 The Association wishes to continue with a management arrangement with the Council. It has pointed to the high levels of deprivation in the area and wishes to enhance the offering to young people by providing them with an opportunity to participate in homework clubs and other after school programmes and activities. The Association has referenced recent research which has highlighted that after school clubs and sport can improve the academic performance and the social skills of disadvantaged pupils. The authors of the report, the Nuffield Foundation, state that the clubs are an easy vehicle for such enrichment.

3.6 Essentially the aim is to 'close the gap' between children from economically disadvantaged backgrounds and those whose families may have access to greater resources. Members will be aware that homework clubs are not new; however there are barriers to such facilities such as charges and travel. The aim of this facility to minimise such barriers.

3.7 In the wider policy context, the Committee may also recall a report in 2014 by the Community Relations Council which identified a number of inequalities in attainment, one such group was protestant boys in disadvantaged communities.

The characteristics outlined above are not peculiar to this area; however, in this instance the Association wishes to invest to make a difference and is seeking Council support.

3.8 The Association has approached the Council with a proposal to seek permission to provide a building on site at Clarendon Playing fields which would be used for homework clubs and will offer a range of opportunities for young people from the community to help improve educational attainments and to improve social skills. It is proposed that this facility would

	<p>be offered in parallel to the opportunity to participate in sporting activities which will provide additional health and wellbeing benefits. The Association has applied for and received Planning Consent.</p>
3.9	<p>The Association has undertaken to meet the cost of providing and equipping the building, estimated to be £117,000; the Association will also resource it through use of volunteers. It has a 12 person Committee all of who have received training in child protection. Members are asked to note that the building has received planning permission. The Association requires a licence from the Council to locate the building adjacent to the Playing Field.</p>
3.10	<p>In addition, the Association believes that the proposed building delivering programmes in parallel to programmes of use linked to the sports facilities will deliver significant potential outcomes in terms of health and well-being; tackling community safety issues as well as building life skills. To support this vision the Association has requested that the Council agree, in return for the investment, to enter into a preferential use agreement for use of the playing fields to support the initiative outlined above. This will be in line with a programme of use to be prepared by them. The Association acknowledge that it will be required to book and pay for use of the pitches in line with Council policy. This arrangement is in line with arrangement in place with Ulster Council GAA for preferential use of 4 sites alongside an investment in the development of the sites.</p>
3.11	<p>Committee is asked to:</p> <p>Agree to enter into a preferential use agreement based on an annual programme of use to be prepared by the Association and enter into a licence agreement, subject to SP&R approval for the siting of the building; this would be for a period of 10 years and would be subject to the continued use of the building for the purposes outlined and an ongoing programme of use of the pitches agreed by council each year. The arrangement would be reviewed in year 9 of the agreement.</p>
3.12	<p>In considering the above Members are further asked to note that the SP&R Committee this month is due to consider a proposal to move the redevelopment of the pitch at Clarendon to Stage 3 – Committed on the Capital Programme. The proposed scope of these works is the development of a mini 3G pitch with floodlighting at an estimated cost of £450,000</p>
3.13	<p>Members are also asked to note that a wider update on the physical programme, including</p>

<p>3.14</p> <p>3.15</p>	<p>pitches, is due to be taken to Committee in June in the context of the local area asset planning for the consideration of Members</p> <p><u>Financial & Resource Implications</u></p> <p>The cost of the facility and its resourcing will be met by the Association. The cost associated with the termination of the FMA and the preferential agreement will be offset by the receipt of income from use of the pitch and the return of the maintenance fee currently paid to the FMA holder. There will however be a one off cost of £10,000 associated with the transition payment as outlined above which will be from existing budgets.</p> <p>The proposed capital project involving the redevelopment of the pitch is due to be considered by the SP&R committee in May as the Council's investment decision maker</p> <p><u>Equality or Good Relations Implications</u></p> <p>Equality and good relations actions will be integrated into the programme of planned activities, to be agreed with Council officers on an annual basis. SP&R Committee will consider the equality implications of the licence agreement.</p>
<p>4.0</p>	<p>Appendices – Documents Attached</p>
	<p>None</p>