

April 15th, 2015

**Notice Of Meeting**

You are invited to attend the inaugural Active and Healthy Communities Committee meeting to be held on **Monday, 20th April 2015** at **6.00pm** in **Commedagh Room, Downshire Civic Centre, Downpatrick.**

**Chair:** Cllr L Kimmins

**Vice-Chair:** Cllr L Devlin

**Members:**

Cllr S Burns	Cllr M Carr
Cllr S Doran	Cllr C Enright
Cllr G Fitzpatrick	Cllr V Harte
Cllr H Harvey	Cllr D Hyland
Cllr K Loughran	Cllr K McAteer
Cllr B Ó'Muirí	Cllr D Taylor
Cllr W Walker	

# Agenda

1           **Apologies and Chairpersons remarks.**

2           **Declarations of Interests.**

3           **Terms of Reference for Active and Healthy Communities**

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*Presentations*

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4           **Presentation: Overview of Active and Healthy Communities Directorate**

*Leisure and Sports*

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5           **Establishment of Sports Association for new Council District**

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6           **Proposal to Develop the Pitch and Putt Area in Newcastle**

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*Item 6 Pitch & Putt (Appendix 2).pdf*

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7           **Hire Charges for Private Contractors, Leisure and Community Facilities (report to follow)**

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**8 Fixed Call for Voluntary Contributions to Community Sporting and Recreation Capital Schemes (report to follow)**

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**9 Service Level Agreements for Community Facilities**

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**10 PCSP Transitional Action Plan**

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[Item 10 Updated Transition Plan.pdf](#)

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**11 Letter from Health, Social Services & Public Safety DSSSPS - Evaluation**

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**12 Additional Item - Food Standard Agency Grant Funding to District Councils**

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# Invitees

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## ACTIVE AND HEALTHY COMMUNITIES COMMITTEE

### -TERMS OF REFERENCE-

#### Scope

The **Active and Healthy Communities Committee** ("the Committee") will be responsible for improving the health, wellbeing and social cohesiveness of the District's communities.

- Leading on the improvement of health outcomes and the facilitation of healthy lifestyles through leisure, sporting and recreation provision and through health promotion and prevention policies;
- Leading on the development and implementation of suitable strategies, policies and programmes for environmental education and protection and for biodiversity;
- Provision of environmental health services, including public health and safety and corporate health and safety;
- Tackling disadvantage and building active, engaged and responsible citizenship through the provision and support of community services, facilities and events;
- Implementation of the PEACE and Good Relations programmes
- Improving social and community cohesion through effective community relations and development and implementation of the voluntary contributions programme;
- Managing and overseeing local structures for Policing and Community Safety (PCSP);
- Maximising and securing opportunities for regional, national and international investment for community health, wellbeing and social cohesiveness and developing and implementing suitable strategies and programmes;
- Leading on the development and implementation of suitable strategies, policies and programmes for community health, wellbeing and social cohesiveness;
- Ensuring the design and delivery of Council functions and services are accessible to all citizens;
- Responsible for sports development, including leisure and recreation programmes and facilities;
- Responsible for parks and open spaces, including playing fields and play grounds
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- The effective stewardship of delegated responsibilities for the District's resources and assets (financial, people and property based) for environmental protection and services; well being ;social cohesiveness and community engagement and leisure and sport.

## **Membership**

The Committee is comprised of the fifteen (15) Elected Members appointed to the Committee at the Annual General Meeting (AGM).

## **Chairperson**

Arrangements for the appointment of a Committee Chairperson and Deputy Chairperson will be finalised at the AGM.

## **Meetings**

Arrangements for future meetings will be confirmed at the inaugural meeting of the Committee.

All meetings of the Committee will be governed by the Council's Standing Orders and the N Ireland Code of Conduct for Councillors.

## **Sub-Committees & Working Groups**

The Committee has the facility to establish and appoint any number of Sub-Committees and Working Groups, as are necessary, to consider in more detail the work of the Committee.

## **Communication & Reporting**

The Minutes of the Committee will reported at each meeting of the Council by the Committee Chairperson.

<b>Report to:</b>	Active & Healthy Communities
<b>Subject:</b>	Establishment of Sports Association for new Council district
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Pat Power

### Decisions Required

1.0

#### Purpose & Background

The Down Clubmark Sports Association (DCSA) was established in 1999 by Down District Council and a group of local sports clubs. The Sports Officer has traditionally been responsible for providing advice and support to this limited company. Meetings are held quarterly and members of local clubs fill the roles of: Chairman, Treasurer, Secretary etc.

DCSA is also a registered charity. The Inland Revenue (Charities) in their letter dated 11 September 2002 accepted that the Down Clubmark Sports Association is a charity for tax purposes under their reference XR60559 with effect from 4 September 2002.

DCSA's status as a private limited company enables members to make funding applications that Council would otherwise be ineligible to apply for. For example:

- (2002) European Union Programme for Peace 11 & Reconciliation ( Via Local Strategy Partnership Board) DCSA were awarded £100,000 for their "Quality Sport, Quality Understanding" Programme.
- (2004) Exchequer / Big Lottery Fund (Via Sport Northern Ireland - Community Sport Programme) DCSA were awarded £129,000 for their Programme - working in disadvantaged Communities/Wards.

DCSA has acted as an employer for several staff working on various projects (the two programmes as identified above) and currently has 2 members of staff: an active communities basketball coach (SNI Active Communities Programme) and a development officer for the Ballymote Sports and Wellbeing Centre (SNI Building Sport Programme).

DCSA actively encourages and facilitates the accreditation of sports clubs in the district. The Sports Officer, in conjunction with Sport NI, provides



guidance and practical help to achieve accreditation. As a result of DCSA's efforts with local clubs, Down District Council had the highest number of accredited clubs of any council in NI. Being awarded accreditation guarantees that clubs meet all the standards required by Sport NI and results in a consistency of quality and operating procedures across all local clubs. As accreditation expires after 3 years, it is an ongoing process which ensures that clubs must strive to maintain their high standards in relation to: Effective Management, Quality Coaching and Competition and Safety in Sport.

To help clubs achieve accreditation DCSA provides generic training at subsidised rates. Some examples of training are: Safeguarding Children and Young People in Sport, Children's Officer Workshops, First Aid, Suicide Awareness and Prevention etc. If members seek specialised training in a particular area DCSA can source and facilitate this.

Down District Council is the first council in NI to implement the Volunteer Now, Goldmark Programme. Goldmark is a dynamic volunteer initiative designed to promote and recognise sports volunteering among young people aged 14 – 26. DCSA clubs are actively encouraged to participate in volunteer schemes and have been extremely successful in doing so. As a direct result of their involvement in the Goldmark initiative, hundreds of young (DCSA) club members have received official recognition for their efforts. The certificate for 200 hours of volunteering is presented by the Minister for Education at an arranged venue in Belfast (Queens, Jordanstown) and is accepted as experience when seeking employment. In relation to the 50 & 100 hour awards, DCSA host an annual awards ceremony to reward and recognise the volunteers and club members. This is an opportunity for club members to mingle and network. This event also generates publicity for DCSA and local clubs and is very popular with clubs.

The association and the company were set up by Down District Council to:

- Promote the development of sports by assisting Community Sports Clubs.
- To provide opportunities to deliver a range of sports in the area.
- To encourage Community Sports Clubs to seek independent accreditation for their club.
- Provide or secure the provision of educational, training and recreational programmes.
- Advance the physical education of young people.
- Raise awareness among the general public about the opportunities for healthy recreation.
- Encourage people and community voluntary organisations to participate in sport.
- Arrange exhibitions, meetings, lectures, classes, seminars or training courses.
- Collect and disseminate information on all matters relating to its

	<p>objectives.</p> <ul style="list-style-type: none"> <li>• To write, print or publish, papers, books, periodicals, pamphlets to inform the community of its work.</li> <li>• Accept subscriptions, donations, grants etc as these are necessary to ensure its sustainability.</li> </ul> <p>The present DCSA structure is as follows:</p> <ul style="list-style-type: none"> <li>- Core Committee</li> <li>- Community Membership</li> <li>- Individual Membership</li> <li>- Associate Membership</li> </ul> <p><b>Membership:</b></p> <p><b>Community</b> Any community based amateur sports clubs or associations who are registered with their Governing Body or Sport Northern Ireland as working towards achieving Clubmark Accreditation or already accredited with Clubmark Accreditation (or equivalent) by their Governing Body or Sport Northern Ireland and whose application for Community Membership has been approved by the Directors.</p> <p><b>Individual</b> Any persons up to a maximum of seven (four Councillors and three Council staff) with relevant knowledge, skills, qualities/values who can contribute to the overall development of the Company. Individual members will be eligible to become Directors and hold officer bearing posts and the right to vote at general meetings.</p> <p><b>Associate</b> Any persons, associations, societies, companies or other corporate bodies whose application for Associate Membership has been approved by the Directors. Associate members shall have the right to attend and speak at General Meetings but shall not have a vote.</p>
<p><b>2.0</b></p>	<p><b>Recommendation:</b></p> <p>The proposed new name of the association is: Sports Association Newry &amp; Down (SAND). The Core Committee will consist of</p> <ul style="list-style-type: none"> <li>Chairperson (elected at AGM from membership)</li> <li>Vice Chairperson (elected at AGM from membership)</li> <li>Secretary (elected at AGM from membership)</li> <li>Treasurer (elected at AGM from membership)</li> <li>Public Relations Officer (elected at AGM from membership)</li> <li>Up to 4 Councillors</li> <li>3 Council Staff</li> <li>Sports Club Membership (max of one representative from each sport)</li> </ul>
<p><b>3.0</b></p>	<p><b>Resource Implications</b></p>

	None
<b>4.0</b>	<b>Appendices</b> Memorandum of Association Articles of Association

**THE COMPANIES (NORTHERN IRELAND) ORDERS 1986 TO 1990****Company Limited by Guarantee****And Not Having a Share Capital****Memorandum of Association of****DOWN CLUBMARK SPORTS ASSOCIATION**

1. The Company's name is:

Down Clubmark Sports Association
2. The Company's registered office is to be situated in Northern Ireland.
3. The area with which the Company is concerned (the "area of benefit") shall be the Down District area.
4. The objects of the Company shall be to provide or assist in the provision of facilities for recreation or other leisure time occupation of the inhabitants of the area of benefit, particularly but not exclusively young people, without distinction on the grounds of race, gender, ethnic origin or disability in the interests of social welfare and with the object of improving their conditions of life.
5. In furtherance of the said objects, but not further or otherwise, the Company shall have power to:
  - (a) promote the development of sports by assisting Community Sports Clubs to provide opportunities to deliver a range of sports in the area of benefit;
  - (b) encourage Community Sports Clubs to seek independent accreditation for their Club through the Junior Club Quality Accreditation Scheme;
  - (c) provide or secure the provision of educational, training and recreational programmes, facilities and equipment for the benefit of young people in the area of benefit;
  - (d) advance the physical education of young people not undergoing formal education;
  - (e) raise awareness among the general public about the opportunities for healthy recreation for young people that exist in the area of benefit which may enable them to develop sporting, social and emotional skills

- and encourage people and community voluntary organisations to participate in them;
- (f) provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain such buildings, premises, and centres as may from time to time be required for the purposes of the Company;
  - (g) co-operate and enter into arrangements with any authorities, national, local or otherwise and to obtain from any such authorities any rights, privileges or concessions;
  - (h) bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
  - (i) arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses;
  - (j) collect and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;
  - (k) write, print or publish, in whatever form, such papers, books, periodicals, pamphlets or other documents, including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;
  - (l) accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate, having due regard to the requirements of, or conditions established by, statutory authorities or bodies providing funds or assistance of any kind to the Company;
  - (m) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
  - (n) borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;

- (o) take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (p) invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (q) make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (r) establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- (s) make regulations for the proper supervision, control and management of any property which may be so acquired;
- (t) employ such staff, who shall not be Directors of the Company, as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (u) insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (v) subject to the provisions of clause 6 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants;
- (w) engage consultants, advisors and other professionals as appropriate;
- (x) amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (y) pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (z) do all such other lawful things as shall further the above objects or any of them.

6. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members or Directors of the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a Director of the Company;
  - (b) of interest on money lent by any member of the Company or of its Board of Directors at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Board of Directors or 3 per cent whichever is the greater;
  - (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors;
  - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Directors may be a member holding not more than 1/100th part of the capital of that Company; and
  - (e) to any member of its Board of Directors of reasonable and proper out-of-pocket expenses.
7. All members, volunteers, directors, and employees of the Company and any others who participate in the activities of the Company shall abide by the Child Protection and Equality policies as set out in the Company's Child Protection Statement (Appendix 1) and Equality Statement (Appendix 2).
  8. The liability of the members is limited.
  9. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a member, or within one year after it ceases to be a member, for payment of the debts and liabilities of the Company contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
  10. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same

shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.



## THE COMPANIES (NORTHERN IRELAND) ORDERS 1986 TO 1990

### Company Limited by Guarantee

### And Not Having a Share Capital

### Articles of Association of

### DOWN CLUBMARK SPORTS ASSOCIATION

#### INTERPRETATIONS

1. In these articles:-

"the Order"	means the Companies (Northern Ireland) Order 1986;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"communication"	means the same as in the Electronic Communications Act (Northern Ireland) 2001;
"electronic communication"	means the same as in the Electronic Communications Act (Northern Ireland) 2001;
"the Seal"	means the common seal of the Company;
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company;
"the United Kingdom"	means Great Britain and Northern Ireland.

Unless the contrary intention appears, words or expressions contained in these articles shall bear the same meaning as in the Order or any statutory modification thereof in force at the time at which these articles become binding on the Company.

## MEMBERS

2. The first members of the Company shall be the subscribers to the Memorandum of Association.
3. The Directors may admit to:-

### **Community Membership**

Any community based amateur sports clubs or associations that are accredited at either Clubmark or Goldmark by the Sports Council for Northern Ireland under their Junior Club Quality Accreditation Scheme and whose application for Community Membership has been approved by the Directors.

### **Individual Membership**

Any persons up to a maximum of four with relevant knowledge, skills, qualities/values who can contribute to the overall development of the Company. Individual members will be eligible to become Directors and hold officer bearing posts and the right to vote at general meetings.

### **Associate Membership**

Any persons, associations, societies, companies or other corporate bodies whose application for Associate Membership has been approved by the Directors.

Associate members shall have the right to attend and speak at General Meetings but shall not have a vote.

4. Any member which is an association or a corporate body shall by resolution of its governing body of the Sports Club appoint a deputy who shall during the continuance of his/her appointment be entitled to exercise in any General Meeting all such rights as the association or the corporate body would exercise if it were an individual person.
5. Every application for admission to membership shall be considered by the Directors at their first meeting after it was made, or as soon thereafter as is practicable.
6. The Company shall have power at Annual General Meetings to fix an annual subscription for members and may fix differing amounts of subscription for different classes of member. It shall not however be obligatory for the Company to fix any annual subscriptions but if so fixed for a particular class of member it shall be a qualification for that class of membership that such annual subscription shall be fully paid up.

## REGISTER OF MEMBERS

7. The Company shall keep a Register of Members in which shall be recorded the name and address of every member, the date on which they became a member, the class of membership and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to their name or address. Every member shall be entitled to receive a copy of the Memorandum and Articles of Association of the Company at no charge.

## CESSATION OF MEMBERSHIP

8. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
9. A member shall cease to be a member if:-
  - (a) such member resigns by notice in writing addressed and delivered to the Secretary; or
  - (b) such member is expelled from membership by an ordinary resolution in that behalf carried at a duly convened General Meeting of the Company at which such member shall be first afforded the opportunity to make representations on the matter; or
  - (c) such member ceases to be a body corporate or unincorporate or goes into liquidation or is dissolved.

## GENERAL MEETINGS

10.
  - (a) Subject to paragraph (b), the Company shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such and the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
  - (b) So long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the calendar year of its incorporation or in the following calendar

year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

- (c) The business of an Annual General Meeting shall comprise:-
- (i) the appointment of Directors;
  - (ii) the consideration of the Report and Accounts presented by the Directors;
  - (iii) the appointment and the fixing of the remuneration of the Auditor or Auditors (if appropriate);
  - (iv) such other business as may have been specified in the notices calling the meeting.

All other business transacted at an Annual General Meeting shall be deemed special.

11. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
12. The Directors or ten per cent of the members of the Company for the time being may whenever they think fit convene an Extraordinary General Meeting of the Company. The notice of such a meeting must be given in accordance with article 14 below and must state the objects of the meeting.
13. Decisions at General Meetings shall be made by passing resolutions.
  - (a) Decisions involving an alteration of the Memorandum and Articles of Association of the Company and other decisions so required by statute shall be made by special resolution. A special resolution is one passed by a majority of not less than three-fourths of members present and voting at a General Meeting.
  - (b) All other decisions shall be made by ordinary resolution requiring a simple majority of members present and voting.

## **NOTICES**

14. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one clear days' notice in writing. Any other General Meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of

- the meeting and the general nature of the business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such. The notice shall be given to all the members and to the Auditors.
15. Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
  16. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of forty-eight hours after the time it was sent.
  17. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
  18. The Company in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Company.

### **PROCEEDINGS AT GENERAL MEETINGS**

19. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
20. No business shall be transacted at a General Meeting unless a quorum is present. One-third of the voting membership for the time being or five members, whichever is the greater, shall be a quorum.
21. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such a day, time and place as the Directors may determine.

22. The Chairperson, if any, of the Directors shall preside as Chairperson at every General Meeting of the Company, or if there is no such Chairperson, or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the meeting.
23. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
24. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
25. A resolution put to the vote of a meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded:-
  - (a) by the Chairperson; or
  - (b) by not less than two members having the right to vote at the meeting.
26. Unless a secret ballot is duly demanded, a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry made to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
27. The demand for a secret ballot may, before the secret ballot is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

28. Except as provided in article 30, if a secret ballot is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the secret ballot shall be deemed to be the resolution of the meeting at which the secret ballot was demanded.
29. Where there is an equality of votes, whether on a show of hands or on a secret ballot, the Chairperson of the meeting at which the show of hands takes place, or at which the secret ballot is demanded, shall be entitled to a second or casting vote.
30. A secret ballot demanded on the election of a Chairperson, or on a question of adjournment, shall be taken forthwith. A secret ballot demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a secret ballot has been demanded may be proceeded with pending the taking of the secret ballot.
31. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.
32. Each member shall have one vote. Votes may only be cast personally by the authorised representatives of members. Proxy voting is not permitted.

## **DIRECTORS**

33. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than five.
34. The initial Directors from incorporation until the first Annual General Meeting shall be determined in writing by the subscribers of the Memorandum of Association.
35. Community members which take part in the same sport shall have the right to elect one Director at the Annual General Meeting. All Council Membership members of the Company shall have the right to be Directors.
36. A Director shall, subject to article 38 below, hold office until the next Annual General Meeting following his/her election. A retiring Director shall be eligible for re-election.
37. (a) The provisions in article 35 above as to the election and appointment of Directors shall apply to any casual vacancy which may from time to time occur. Any Director so appointed shall hold

office only until the next following Annual General Meeting and shall then be eligible for re-election or re-appointment.

- (b) The Directors shall have the power at any time and from time to time to appoint any persons to be Directors as an addition to the Directors, but not exceeding a number equivalent to one-third of the elected Directors for the time being. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

38. The office of a Director shall be vacated if:-

- (a) He/she resigns his/her office in writing to the Company.
- (b) He/she becomes bankrupt or makes any arrangements or composition with his/her creditors generally.
- (c) He/she fails to declare his/her interest in any contract as referred to in article 45.
- (d) He/she is, or may be, suffering from mental disorder and either:-
  - (i) he/she is detained for treatment within the meaning of Article 12(5) of the Mental Health (Northern Ireland) Order 1986, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere), in matters concerning mental disorder for his/her detention or for the appointment of a controller, receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs.
- (e) He/she is removed from office by resolution of the Company in General Meeting (in accordance with Article 311 of the Order).

### **POWERS AND DUTIES OF THE DIRECTORS**

39. The business of the Company shall be managed by the Directors who may pay all expense of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these articles required to be exercised or done by the Company in General Meeting.



40. No regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid had that regulation not been made.
41. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.
42. Without prejudice to its general powers the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
43. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or otherwise in connection with the discharge of their duties.
44. The Directors shall cause minutes to be made in books provided for the purpose:-
  - (a) of all appointments of Officers made by the Directors;
  - (b) of all the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and all meetings of the Directors and all meetings of committees of Directors.
45. A Director shall not vote in respect of any contract in which he/she is directly or indirectly interested or any matter arising therefrom and if he/she does so vote his/her vote shall not be counted.

## **PROCEEDINGS OF THE DIRECTORS**

46. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and questions arising at any meeting shall be decided by a majority of votes. In the case

- of an equality of votes the Chairperson shall have a second or casting vote.
47. A Director may and the Secretary shall on the requisition of a Director summon a meeting of the Directors at any reasonable time.
  48. The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and unless so fixed shall be three Directors or one third of the directors for the time being, whichever is the greater, and shall include two Office bearers.
  49. If the Directors shall at any time be reduced in number to less than the minimum prescribed in these articles, they may act as the Directors for the purpose of filling vacancies in their body or summoning a General Meeting of the Company but for no other reason.
  50. The Directors may elect a Chairperson of their meetings and determine the period for which he or she is to hold office; but if no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
  51. A resolution in writing signed by all Directors for the time being who are entitled to vote shall be as valid and effective as if it had been passed at a meeting of the Directors and may consist of several documents in like form signed by one or more Directors.
  52. The Directors may delegate any of its powers to committees consisting of such members as it thinks fit. Any committee so formed shall conform to any regulations that may be imposed on it by the Directors provided that all acts and proceedings of any such Committee shall be reported back fully and promptly to the Directors.
  53. A committee may elect a Chairperson of its meetings, but if no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairperson of the meeting.
  54. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and where there is an equality of votes the Chairperson shall have a second or casting vote.

55. All Directors or any committee of them may participate in a meeting of the Directors or that committee by a conference telephone, video link or any other communication system which allows all persons participating in the meeting to hear or hear and see each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum. The meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no such group where the chairperson of the meeting then is.

### **THE SEAL**

56. If the Company should have a Seal, it shall only be used by the authority of the Directors and every instrument to which the Seal shall be applied shall be signed by a Director and shall be countersigned by the Secretary or by a second Director. Every such application of the Seal shall be minuted.

### **SECRETARY**

57. Subject to the provisions of the Order, the Secretary shall be appointed or removed by the Directors.
58. Anything which has to be done by or to a Director and the Secretary shall not be done by one person acting in both capacities.

### **ACCOUNTS**

59. The Directors shall cause proper accounting records to be kept in accordance with the provisions of the Order with respect to:-
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
  - (b) All sales and purchases of goods by the Company,
  - (c) The assets and liabilities of the Company.

Proper accounting records shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

60. The accounting records shall be kept at the registered office of the Company or subject to Articles 230(1) and (2) of the Order at such other places as the Directors think fit, and shall always be open to the inspection of all officers of the Company during their working hours and by such other persons authorised by the Company in General Meeting.
61. The Directors shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
62. In addition the Directors shall, following the first General Meeting, prepare and present the members with such regular trading accounts showing so far as is possible the current financial results of the Company as the Company in General Meeting shall require to be laid before them.
63. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall, not less than twenty-one clear days before the date of the meeting, be sent, transmitted or delivered to every member, the Auditors and every holder of loan stock or debentures of the Company. Provided that this article shall not require a copy of those documents to be sent, transmitted or delivered to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture.

## **AUDIT**

64. Unless the Company is eligible for and has decided to implement the small company audit exemptions, once at least in every year the accounts of the Company shall be examined and correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
65. Auditors or Independent Examiners shall be appointed (as necessary) and their duties regulated in accordance with the Orders.

## **WAGES AND WELFARE**

66. The terms and conditions of the contracts of employment of employees of the Company shall be determined or approved by the Directors.

## **INDEMNITY**

67. Every member or auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:-
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
  - (b) negligence; or
  - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

### **DISSOLUTION**

68. Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these articles.
69. The provisions of article 68 and of this article may only be changed by the unanimous vote of all members entitled to vote.

**Signed:** (Pat Power) \_\_\_\_\_ **(Chairman)**

**Signed:** (Shona McIlhone) \_\_\_\_\_ **(Secretary)**

**Date: Thursday 8 May 2003**

## **APPENDIX 1**

### **CHILD PROTECTION STATEMENT**

#### **(Sports Clubs)**

To ensure that best practice is being followed all sports clubs should work closely with their **Local Authority** and **Governing Body of Sport**. In promoting best practice in children's sport and in implementing the **Code of Ethics and Good Practice for Children's Sport** at club level each club should:

- ❖ Adopt and implement the *Code of Ethics and Good Practice for Children's Sport in Ireland* as an integral part of its policy on children in the club.
- ❖ Be represented by appropriate personnel at all education/training workshops dealing with the Code of Ethics and Good Practice for Children's Sport.
- ❖ Ensure the club is fully affiliated and signed up to the Governing Body's constitution.
- ❖ Have its constitution approved and adopted by club's members at an AGM / EGM.
- ❖ Ensure that all club members are given adequate notice of AGMs / EGMs and other meetings.
- ❖ Ensure that all minutes of all meetings (AGMs / EGMs / Committee) are recorded and safely filed.
- ❖ Permit all members over 16 years of age to vote, where possible. One parent/guardian should have one vote for all their children under 16 years of age, where relevant.
- ❖ Ensure that the Club Management Committee is elected or endorsed by registered club members at each AGM / EGM.
- ❖ Clearly define the role of the Club Management Committee, Committee Members, Sports Leaders, Coaches, Volunteers, Officials and Parents / Guardians.
- ❖ Encourage regular turnover of Committee Membership while ensuring continuity and experience.

- ❖ Ensure that relevant Sport Leaders, Coaches, Volunteers and Officials report to the Club Management Committee on a regular basis.
- ❖ Adopt and consistently apply a safe and clearly defined method of recruiting and selecting Sports Leaders, Coaches, Volunteers, Administrators and Officials (See 3.5 COE).
- ❖ Ensure best practise throughout the club by disseminating its **Codes of Conducts**, (Sports leaders, Coaches, Volunteers, Administrators and Officials) (Parents/Guardians) and (Participants / Members) including the disciplinary, complaints and appeals procedures in operation within the club to all its members. The club's **Codes of Conducts** should also be posted in all facilities used by the club.
- ❖ Appoint at least one **Club Children's Officer** as outlined at 2.6.1 in Code of Ethics. In the event that a club caters for both boys and girls, one Children's Officer of each gender would ideally be appointed.
- ❖ Designate the **Club Children's Officer** to act as liaison with the Statutory Authorities in relation to the reporting of allegations or suspicions of child abuse (See 5.13.2). Any such reports should be made according to the procedures outlined in the *Code of Ethics/ Children First/ Our Duty to Care*.
- ❖ Have in place procedures for dealing with a concern or complaint made to the Statutory Authorities against a Sports Leader, Coach, Volunteer, Club Administrator, Official or other members of the club. Regulations should stipulate that any club member from the listed categories who is the subject of an allegation, which has been reported to the Statutory Authorities, should stand aside, while the matter is being examined. S/he should be invited to resume full duties immediately if s/he is vindicated.
- ❖ Ensure that any unusual activity (high rate of drop-out, transfers, etc.) is checked out and reported by the Club's appointed Children's Officer to the Governing Body of Sport and/or Statutory Authorities.
- ❖ Develop effective procedures for responding to and recording accidents.
- ❖ Review its Child Protection Policy and Procedures regularly through open discussion with its Members, Local Authority, Statutory Authorities and Coaching Northern Ireland.

## **APPENDIX 2**

### **EQUALITY STATEMENT**

The Down Clubmark Sports Association aims to promote sport(s) for all present and potential members, instructors, coaches, competitors, officials, volunteers and employees and will be mindful of the need to carry out our functions in a manner which promotes equality of opportunity between:

- Persons of different religious belief, political opinion, racial group, age
- Martial status or sexual orientation
- Between men and women generally
- Between persons with a disability and person without
- Between persons with dependants and persons without

The Down Clubmark Sports Association aims to make its services and training programmes accessible to all and may take special measures to ensure that certain groups are not unfairly disadvantaged, provided such action does not adversely affect the standard, quality and integrity of its schemes.

The Down Clubmark Sports Association reserves the right to discipline any of its members or employees who practise any form of discrimination in breach of this policy.

The effectiveness of this policy will be monitored and evaluated on an ongoing basis.



<b>Report to:</b>	Active & Healthy Communities
<b>Subject:</b>	Proposal to develop the Pitch and Putt Area in Newcastle
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Gerard McGivern

### Decisions Required

Members are asked to note this report

<b>1.0</b>	<p><b>Purpose &amp; Background</b></p> <p>Members are advised that Down District Council agreed at their meeting held on the 19 March 2015 to approve a 5 year license agreement for the development of a footgolf facility in Islands Park, Newcastle. A copy of the report and minute are attached in appendix 1 and 2 for member's information.</p>
<b>2.0</b>	<p><b>Recommendations</b></p> <p>Members are requested to note this report</p>
<b>3.0</b>	<p><b>Resource Implications</b></p> <p>As reported, to Council on 23/3/2015</p> <ul style="list-style-type: none"> <li>• The Council will save £7,700 in staff and running costs, per annum</li> <li>• The Council will receive £5,000 per annum for the Licence.</li> </ul>
<b>4.0</b>	<p><b>Appendices</b></p> <ol style="list-style-type: none"> <li>1. Down District Council report of 19 March 2015</li> <li>2. Down District Council minute of 19 March 2015</li> </ol>

<b>Report to:</b>	Council Meeting
<b>Subject:</b>	Proposal to Develop the Pitch and Putt Area Newcastle- additional information to Council as requested, 23/2/2015
<b>Date:</b>	19 March 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Macartan Bryce

### Decisions Required

To approve the Licence Agreement for FootGolf in Newcastle Pitch and Putt area as outlined.

#### 1.0

##### Introduction

In line with Council requirements of 23/2/2015, the following supplementary information is contained herein.

This paper focuses solely on the Pitch and Putt area, Newcastle.

An outline plan is enclosed and clearly shows that while it is a change of use the activity offered, 'FootGolf' is compatible with the area in question as well as retaining a golf theme.

##### Purpose & Background

The Royal County Down Golf Club in Newcastle will host the 2015 Irish Open tournament, with the competition running from the 28th – 31st May 2015. It will be the first time in 76 years that the Irish Open has been played at the links course in Newcastle, whilst Northern Ireland hosts the event for only the second time in the last 60 years, following the event being hosted at the Royal Portrush Golf Club.

The 2015 Irish Open tournament, which will be officially hosted by the Rory Foundation (which is Rory McIlroy's Charitable Foundation<sup>6</sup>), has already been able to secure some of the biggest names in the world of golf including Rory McIlroy, Darren Clarke, Graeme McDowell, Ernie Eells, Sergio Garcia, Rickie Fowler, Lee Westwood and defending champion Mikko Ilonen.

Hosting the Irish Open tournament in Newcastle has the potential to contribute towards the Council's objective of becoming the number one tourism destination across the island of Ireland. There are also a range of potential benefits that may be accrued, including:

- Attracting both domestic and out-of-state visitors;
- Enhancing the tourism product within the Newry, Mourne and Down District Council area and complementing the existing attractions within the Mournes Destination;
- Increasing the health and well-being within the Newry, Mourne and Down District Council area;

- Contributing towards creating a positive image of Northern Ireland; and
- Showcasing Newry, Mourne and Down District Council area and Northern Ireland on the world stage.

In recognition of the upcoming Irish Open tournament being hosted in Newcastle, the Council publicly advertised for Expressions of Interest relating to the development of golf themed visitor attractions at Island Park.

It was envisaged that the potential development of these sites may enhance the visitor offering in Newcastle with appropriately themed provision.

### **Background to FootGolf**

FootGolf broadly combines the sports of football and golf and is played on a golf course using a size 5 football. The object of the game is to get the ball into a 21 inch hole or 'cup' using only players' feet in the fewest number of shots possible. The game follows a similar format as golf, although players use a football instead of a golf ball, and the ball is kicked rather than struck with a club. Similar to golf, the game can be played over 9 or 18 holes.

### **The Proposed Project**

The proposed project, led by the Northern Ireland FootGolf Association, relates to the development of two FootGolf Centres, is now one at the existing nine hole 'pitch and putt' golf course at Island Park in Newcastle. The applicant's Business Plan has been objectively and independently assessed. Copy attached. It was noted that while running costs for the applicant's Plan are set out it was noted the difficulty in projecting income for the 5 year term.

The business plan states that the Centre will be established as Junior Regional FootGolf Academies and Centres of Excellence (in line with the UK FootGolf Association, criteria 7).

According to the Business Plan, as a Centre of Excellence, the FootGolf Centre at Newcastle would be one of the first to pioneer the concept on a dedicated full time basis, thereby enabling it to host UK

FootGolf Association National Coaching Courses, Schools Development Programmes, National Governing Body work and national events.

The Plan states that as part of the UK FootGolf Association's commitment to the development of FootGolf in Northern Ireland, a number of regional and national events would be hosted at the facilities.

The proposal will use the existing layout of the Pitch and Putt in Castle Island. The attached layout will not be altered.

This agreement with Council, if approved, will not materially affect any existing facilities or current arrangements with voluntary sports bodies.

Due to nature of the sport there will actually be less risk as the sport uses standard footballs.

The applicant, through our Legal Dept., will have all standard prerequisites insurances, both Public and Employee liability.

This is standard practice.

The applicant will be required to satisfy all Health and Safety requirements such as Risk Assessments, Normal Operating Procedure and [NOPS] and

	Emergency Action Plans [EAPs]
<b>2.0</b>	<p><b>Key Issues</b></p> <p><b>Terms of Licence</b> Due to the offer being one of a short term Licence, in general the arrangement can be categorised as the provision of a service with no additional or exclusive land rights for the operator as well as no interference with existing sports and general considerations to the use of all park facilities e.g. walks and paths</p> <p><b>Reporting Periods</b></p> <p>Down District Council 19/3/2015 Shadow Council Development Committee 24/3/2015</p>
<b>3.0</b>	<p><b>Resource Implications</b></p> <p>As reported, to Council on 23 /3/2015,</p> <ul style="list-style-type: none"> <li>• The Council will save £7,700 in staff and running costs, per annum</li> <li>• The Council will receive £5,000 per annum for the Licence</li> </ul>
<b>4.0</b>	<p><b>Appendices</b></p> <p>1.Pitch and Putt area Newcastle 2.The 5 Year Business Plans,N.I FootGolf @ Newcastle 3.UK FootGolf additional information re proposal in Newcastle</p>

**Council Meeting 19 March 2015****(a) Proposal to Develop Pitch & Putt Area Newcastle – additional information to Council as requested 23/02/2015 (RF/1845)**

The Director of Recreation and Community Services referred Members to a report, copy of which had been circulated, which recommended that Council approve the Licence Agreement for FootGolf in Newcastle Pitch and Putt area. He advised he had met with the Newcastle Area Councillors who were content with the recommendation however had placed the following caveats on the agreement:

- A maximum 5 year lease.
- Annual break/review clause.
- Fee to be paid for 1<sup>st</sup> year.

**ACTION:** It was **AGREED** on the **PROPOSAL** of Councillor Burns, **SECONDED** by Councillor Curran to accept the recommendation however caveats to be put in place including a maximum 5 year lease, fee to be paid for 1<sup>st</sup> year and an annual break/review clause.

<b>Agenda Item:</b>	8
<b>Report to:</b>	Active and Healthy Communities Committee
<b>Subject:</b>	Private Swimming Lessons
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Roland Moore

### Decisions Required

Members as asked to:-

1. Approve operational arrangements for private swimming lessons for all leisure facilities
2. Approve the charges as set out in this report

<b>1.0</b>	<p><b>Purpose &amp; Background</b></p> <p>This matter was raised at the final Shadow Council meeting on the 31<sup>st</sup> March 2015, with recommendation to defer back to the Active and Healthy Communities Committee for further consideration. This report is intended to provide elected members with further information to allow a decision to be reached.</p> <p><b>Key Issues</b></p> <p>Officers from the Leisure Department have been working to agree common procedures for leisure centre operations across the new Council. There are two issues to be addressed, these are;</p> <ol style="list-style-type: none"> <li>1) <b>Private Hire for group bookings</b> - Private hire of pool to commercial operators for swimming teaching during proposed public opening hours for group lessons.</li> <li>2) <b>Private individual lessons on 1-2-1 or 1-2-2 basis</b> – Procedure for private individual swimming lessons.</li> </ol>
<b>2.0</b>	<p><b>Recommendation</b></p> <ol style="list-style-type: none"> <li>1. It is recommended that the new Leisure Services Department of NMD DC, adopt the same principles to swimming tuition. All leisure facilities within the NMD DC area to have their own swim programmes for aged 4 years and above and do not offer their facility to commercial organisations on a private group hire basis.</li> </ol> <p>All group swim programmes aged 4 years and above would be</p>

	<p>delivered directly by the Council. Where this is not possible, the procedure detailed in Appendix 1 would be implemented.</p> <p>2. It is recommended that the new Leisure Services Department of NMD DC, adopt the same principles to private individual swimming lesson as detailed in Option 3 in Appendix 1.</p>
<b>3.0</b>	<p><b>Resource Implications</b></p> <p>1. Private Hire for group bookings – There are no direct resource implications with this recommendation. Where demand outstrips capacity, additional classes can be programmed with costs for same covered by the additional class fees.</p> <p>2. Private individual lessons on 1-2-1 or 1-2-2 basis – There are no resource implications for this recommendation.</p>
<b>4.0</b>	<p><b>Appendices</b></p> <p>Appendix 1: Background &amp; Options Report</p>

## Appendix 1

### Background & Options Report

#### Background

NMD DC had previously considered the matter of private group lessons due to a commercial arrangement that existed at Newry Swimming Pool. At the February meeting of the Shadow Development Committee, the Shadow Council approved the following recommendation;

*It is recommended that the new Leisure Services Department of NMDDC, adopt the same principles to swimming tuition. The majority of facilities within the NMDDC area have their own swim programmes for aged 4 years and above and do not offer their facility to commercial organisations on a private hire exclusive use basis.*

*It is recommended to maintain status quo until existing swimming pool closes, and then cease with this practice but continue to allow private one-to-one tuition during public opening. All swim programmes aged 4 years and above would be delivered in house.*

The notification to the private operators, who deliver group lessons in Downpatrick, was based on the above recommendation.

At the meeting on the 31<sup>st</sup> March, Members decided to allow existing group booking to continue at Downpatrick LC until the end of their block booking, i.e. end of June 2015.

#### Current Position

##### Existing Private Group Swimming Lessons

There are no Private Swimming Lessons on a group basis is either Kilkeel Leisure Centre or the new Newry Leisure Centre. There were two groups in Newry Swimming Pool, whose agreements were terminated in February 2015.

There are three commercial operators who operate in Downpatrick, that deliver private group swimming lessons. These commercial swimming organisations operate in direct competition to the Council's swimming lesson programme. The operators are charged a lane hire fee of £12.50/hr or £16.50/hr in small pool.

The private group lessons in DLC operate 6 days per week and total number of classes of 24 per week. Based on 6 pupils per class, this equates to 144 pupils per week.

The Council group lessons operate on Wednesday and Saturday with a total 25 classes and capacity of 250 spaces per week with uptake at approximately 85% capacity.

#### Proposed NMD DC Swimming Programme

NMD DC have developed a new swimming lesson programme based on the Swimming Teachers Association (STA) International Learn to Swim Programme.



This programme will offer lessons from the age of 4, at the three Leisure Centres. The programme will be implemented fully at Newry Leisure Centre first, and then rolled out to Kilkeel and Downpatrick before the end of 2015.

Once pupils have completed the full swim programme, it is planned to develop and market an advanced swimming programme in accordance with Swimming Teaching Association (STA) guidelines, subject to demand locally i.e. Junior Lifeguard Academy.

This swim programme would be co-ordinated on a district wide basis, thereby the programme in Downpatrick would be the same as that in Newry and Kilkeel. This would bring added benefits of staff mobility and sharing of resources as well as marketing, PR, IT, website/social media, customer service and equality benefits.

Please see Appendix A for details on the proposed STA Learn to Swim Programme.

### **Additional factors to consider on Private Group Lessons**

Where specialised programmes are in demand, but unable to be delivered through Council programmes, it is recommended to continue with controlled hire arrangements i.e. Baby Ducklings - 0 – 4 age, pending further review. This will be applicable to all facilities where these specialist classes currently take place.

It is planned to expand the STA programme to incorporate 0-4 classes. An analysis of this service will be referred back to AHC committee in due course as this will require specific training and possibly additional resources.

Any hire to commercial private hire user groups will only be allowed where such hire purpose does not compete/conflict with Council services or programmes.

To deal with these private hire scenarios, a procedure has been developed and approved by the Shadow Council, please refer to Appendix B for this procedure.

### **Financial Implications**

There are two financial areas to consider, the customer and the Council.

#### **Customer finances**

NMD DC will charge customers £4.85 (under 16) and £6.40 (adults) for 30 minute lessons. Where the private operators charge customers substantially more (up to £10) per 30 minute lesson.

#### **Council finances**

NMD DC is projected to increase income at Downpatrick LC, should private group lessons cease as it is anticipated that the Council operated STA Learn to Swim Programme will meet

this demand.

### **Options For Consideration**

Options for delivery of swimming lessons are detailed below. These options assume that swimming lessons will continue to be delivered as the demand exists, and does not consider stopping lessons entirely.

#### **Option 1 – Contract out**

This option would contract out all swimming lesson programmed on a tendered service i.e. income share. This service would be subject to procurement legislation.

#### **Option 2 – Deliver full swim programme in house**

This option would end the private hire arrangements and deliver swimming lessons from ages 4 and up in house through the Council's resource. This would ensure a consistent approach at all of NMD DC's Leisure Centres. This option was previously considered and approved by the Shadow Council.

### **Recommendation**

It is recommended that the new Leisure Services Department of NMD DC, adopt the same principles to swimming tuition. All leisure facilities within the NMD DC area to have their own swim programmes for aged 4 years and above and do not offer their facility to commercial organisations on a private group hire basis.

All group swim programmes aged 4 years and above would be delivered directly by the Council. Where this is not possible, the procedure detailed in Appendix B would be implemented.

### **Private lessons on 1-2-1 or 1-2-2 basis**

#### **Background**

NMD DC had previously considered the matter of private individual swimming lessons as part of a previous report to Shadow Council. At the February meeting of the Shadow Development Committee, the Shadow Council approved the a recommendation containing;

*It is recommended, ...,but continue to allow private one-to-one tuition during public opening...*

Based on this recommendation, Officers had developed a common procedure for private individual lessons based on existing procedures and also the principle of "levelling up".

The notification to the private operators, who deliver private individual lessons in Downpatrick, was based on the leisure pricing and this procedure.

At the meeting on the 31<sup>st</sup> March, Members decided to allow existing private individual lesson providers to continue at Downpatrick LC until the end of their block booking, i.e. end of June 2015.

### **Previous Position**

Private individual swimming lessons operate in all three leisure centres.

In the former NMDC area, private teachers of these lessons were charged an annual registration fee (£53.15), a fee per lesson approximately equivalent to the Council lesson fee (£3.75/£6.40), and the entry fee to the pool for themselves (£2.85) and their pupil (£2.15-child).

In the former DDC area, teachers had the option of paying;

An annual registration fee (£100), a fee per lesson (£4), and the entry fee to the pool for themselves (£2.80) and their pupil (£1.70-Child),

or;

A £50 per month Direct Debit fee for unlimited teaching, plus entry for their pupil (£1.70-Child).

The number of individual lessons in DLC is approximately 140 lessons per week.

### **Proposed NMD DC Private Individual Lesson process**

It is recognised that many people prefer individual private lessons. It is also recognised that many people with health difficulties could not learn to swim without this close contact with their teacher.

The Council does not have the resource available for private individual lessons within its operational structure, so it is recommended to continue to allow these lessons to be delivered on a private basis as there is no conflict or competition with the Council Swim Programme.

To have a consistent approach at all centres in the district, officers have developed a process for the private individual lessons covering registrations, bookings and payment. This process is detailed in Appendix C.

The evolution of this process has been based on a hybrid approach of both of the legacy Council's procedures. It was also recognised that in "levelling up", a charge equivalent to the Council lesson fee, should be levied. These private lessons charges and registration fees were presented to Council in March 2015.

The charging scheme is summarised in the table below.

Old DLC	New Pricing			
	Old N&M	Old DLC (1)	Old DLC (2)	Proposed New Pricing
Annual Registration	£53.15	£100.00	Annual Registration £600.00	Annual Registration £53.15
Lesson fee to Council	£3.75/6.40	£4.00	Lesson Fee to Council	Lesson fee to Council £4.85
Entrance Teacher	£2.85	£2.80	Entrance Teacher	Entrance Teacher £2.85
Entrance Pupil	£2.15	£1.70	Entrance Pupil £1.70	Entrance Pupil £2.15

The benefits of the new process is that it is consistent across the full district ensuring equality and parity for all customers, it allows management greater control of the number of private lessons ongoing at any time, it reduces the number of cancellations and it gives transparency to those persons wish to avail of private lessons of exactly how much of their fee to the private teacher is payable to the Council.

### Options For Consideration

Options for delivery of private individual swimming lessons are detailed below. These options assume that swimming lessons will continue to be delivered as the demand exists, and does not consider stopping lessons entirely.

#### Option 1 – Do not allow

This option would cease all private swimming lessons.

#### Option 2 – Deliver private lessons in house

This option would require the Council to recruit additional staff to deliver these lessons. This would have significant resource implications for the Council without any guarantee of amount of income.

#### Option 3 – Continue with Private individual lessons

This option would ensure continuation with this facility, but ensuring that each lesson is booked in advance and individually paid for at the same price as the Council's own swim programme thereby enforcing consistency, transparency and equality.

### Recommendation

It is recommended that the new Leisure Services Department of NMD DC, adopt the same principles to private individual swimming lesson as detailed in Option 3 above.



<b>Agenda Item:</b>	Financial Assistance
<b>Report to:</b>	Active & Healthy Communities
<b>Subject:</b>	Community, Sporting and Recreation Capital Schemes
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Sonya Burns & Damien Brannigan

### Decisions Required

Members are requested to note the contents of the report and appendices and to approve the recommendations at Section 2.

#### 1.0

#### **Purpose & Background**

The Shadow Council has previously adopted a Financial Assistance Policy for 2015/16 (Development Committee 23/9/14 and application procedures Development Committee 20/10/14).

When adopting the policy and procedures for 2015/16, the Shadow Council also agreed that up to 3 calls for Financial Assistance applications will be made in 2015/16.

In setting its rates and budgets for 2015/16, the Shadow Council has included a sum of £350,000 to be set aside for contributions towards match funding of, (community, sporting and recreation), capital schemes proposed by the voluntary sector. It was further agreed that the Council would establish criteria against which applications for contributions to community, sporting and recreation capital schemes can be assessed.

The purpose of this is to consider and agree how these schemes will be assessed by the Council.

#### **Key Issues**

It is anticipated that demand for match funding for capital schemes will exceed the budget set aside. Furthermore, as the budget of £350,000 is set for the 2015/16 year there can be no guarantee that a budget will be available thereafter.

Therefore in deciding how to allocate funding for these purposes the Council will need to be mindful of the following:

- (a) Adhering to the Council agreed policy and procedures for financial assistance and;
- (b) Considering Build capacity, that is confirmation that capital schemes supported will be commenced and completed in full, on time, and within budget by 31st March 2016.

<b>2.0</b>	<b>Recommendations</b>  It is recommended that:  1. The Council issues a call for capital scheme applications for financial assistance for match funding towards capital projects in community, sporting and recreation only.  2. The fixed call opens on Monday 27 <sup>th</sup> April 2015 and closes on Friday 15 <sup>th</sup> May 2015.  3. Capital Scheme to follow Financial Assistance Procedure with additional capital scheme basic eligibility criterion.  4. Adopt the updated Review Procedure.
<b>3.0</b>	<b>Resource Implications</b>  The Shadow Council has provided £350,000 budget for 2015/16.  Staff time, including senior officials required to administer the process.
<b>4.0</b>	<b>Appendices</b>  Appendix 1 (a, b & c) - Financial Assistance Policy (adopted by Shadow Council 28.10.14) including updated Review Procedure (1 c).

## Appendix 1 A

### Financial Assistance Policy

**Title: Financial Assistance Policy**

#### 1. Background

##### 1.1 Aim

To provide financial assistance to organisations and projects for any purpose which in the Council's opinion are in the interests of, and will bring direct benefit to:

- (a) the Council;
- (b) the district or any part of our district;
- (c) the inhabitants of our district or any part of our district.

##### 1.2 Purpose

The purpose of this Policy is to outline and establish a consistent approach to the decision-making and provision of financial assistance.

This will assist the Council in its civic leadership role and also enable it to fulfil its strategic objectives through the provision of financial assistance from its rates and through other funding sources streamed through the Council.

#### 2. Scope

The Council's Financial Assistance Policy will apply to all monetary contributions disseminated to organisations for relevant and appropriate projects.

All financial assistance provided by Council [including internal and external funding streams] will be subject to the Council's Financial Assistance Management Framework and the agreed Policy and Procedure.

#### 3. Responsibility



The Financial Assistance Policy is a corporately binding approach to be disseminated systematically and implemented consistently across all Departments within the Council.

The Chief Executive has overall responsibility to ensure the Policy is implemented.

The Council's Senior Management team will have specific responsibility for the effective implementation of the Policy within each Directorate as necessary.

#### **4. Implementation**

To implement the Policy aim the Council will develop an agreed procedure which will be linked to the Council's performance management framework.

This procedure will be underpinned by the following principles:

- Effective decision-making;
- Section 75 duties in terms of promoting equality of opportunity and good relations;
- Openness and transparency;
- Fairness;
- Consistency in approach;
- Civic leadership.

#### **5. Related policies / legislation**

- Local Government Act (Northern Ireland) 1972
- Local Government Finance Act (Northern Ireland) 2011
- Local Government Act (Northern Ireland) 2014

#### **6. Resources**

Council will ensure that appropriate and reasonable resources, including those associated with staff, systems and skills development, are allocated to fulfil the implementation of the Policy and associated Procedure.

**7. Review**

The Financial Assistance Policy will be reviewed in line with the Council's agreed policy review cycle.

**8. Section 75 statement**

While the Council will equality screen the draft Financial Assistance policy, at this stage of development it is not envisaged it will be required to be subject to an equality impact assessment.

**9. Approval and date of implementation**

Committee:

Date of meeting:

## Appendix 1 B

### Newry, Mourne and Down District Council

#### Financial Assistance Procedure

#### 1. Background

**As per the Council's Financial Assistance Policy, the Policy will apply to all monetary contributions disseminated to organisations for relevant and appropriate projects.**

All financial assistance provided by Council [including internal and external funding streams] will be subject to the Council's Financial Assistance Management Framework and the agreed Policy and Procedure.

#### 2. Procedure

- 2.1** Council will administer up to three calls per year under specific programme areas as decided by Council.

The first call for applications will take place in November:

#### 2.2 Calls for applications

- **Calls for applications advertised in local media including newspapers, website and social media;**
- **Funding workshops to raise awareness delivered in District Electoral Areas.**

#### 2.3 Assessment Process

- **Stage 1 Basic Eligibility Check - Following closure of call, all applications are sifted to verify all information requested has been provided. All project applicants must meet the basic eligibility criteria – otherwise the application will not progress any further in the appraisal process and will not therefore be scored or presented to the Council. The final decision of stage one eligibility check will be authorized by a Senior Council Official.**
- **Stage 2 – Full Project Appraisal and Scoring – conducted by Council's Assessment Team**
- **Stage 3 – Decision making:**

- **Assessed applications with recommendations presented to Council for ratification of award of funding;**
- **Letters of offer forwarded to successful applicants;**
- **Letter of rejection forwarded to unsuccessful applicants (review process offered to unsuccessful applicants).**

## 2.4 Review Process

Following the decision to reject an application, applicants will be informed in writing stating the reasons for the decision.

The Review procedure will be implemented in the event that an applicant wishes to appeal against Newry, Mourne and Down District Council's decision to reject an application for financial assistance.

The procedure will be administered by a Review Panel which will be independent of the Council's Financial Assistance Assessment Panel.

The purpose of the Review Procedure is to ensure that the decisions taken, and procedures followed, by the Council for individual applications are applied fairly and consistently. The Review will provide an independent process through which an applicant will have an opportunity to demonstrate to the Review Panel that either:

- the outcome was unreasonable; or
- that the proper procedures were not followed.

Appeals on any other ground will not be considered.

## Appendix 1 C

### **Newry, Mourne and Down District Council Financial Assistance Assessment Review Process**

#### **1. Introduction**

- 1.1 This details the Review procedure that will be implemented in the event that an applicant wishes to appeal against Newry, Mourne and Down District Council's decision to reject an application for financial assistance.

The procedure will be administered by a Review Panel which will be independent of the Council's Financial Assistance Assessment Panel.

- 1.2 The purpose of the Review Procedure is to ensure that the decisions taken, and procedures followed, by the Council for individual applications are applied fairly and consistently. The Review will provide an independent process through which an applicant will have an opportunity to demonstrate to the Review Panel that either:

- the outcome was unreasonable; or
- that the proper procedures were not followed.

Appeals on any other ground will not be considered.

#### **2. The Review Procedure**

- 2.1 Following the decision to reject an application, the applicant will be informed in writing stating the reasons for the decision.

- 2.2 The applicant will also be provided with:
- the information on the scoring of the project;
  - a copy of the Council's review procedures; and,
  - offer an opportunity for a de-briefing session (as outlined in section 2.3).

- 2.3 Applicants must request a de-brief in writing within 14 days of the date of the letter of rejection.

At a de-briefing session the applicant alone will be afforded the opportunity to discuss, either over the telephone or in a meeting, the reasons for rejection. During this discussion, the scoring and the basis for the decision taken will be clearly communicated to the applicant.

- 2.4 At the de-briefing session the applicant will also be informed of the formal Review Procedure and advised that a decision will be reviewed only under the following criteria:

- The outcome was a decision that no reasonable person would have made on the basis of the information provided to the Council's Financial Assistance Assessment Panel; and/or
- That there was a failure in adherence to procedures or systems that materially affected or could have materially affected the decision.

### **3. Conducting the Review**

- 3.1 All requests for a formal Review must be made in writing within 21 days of the date of the letter of rejection (or 14 days after a de-briefing session has been held). The request must be made by the applicant and clearly name the grounds upon which a review is being requested - as outlined in paragraph 2.4 above.
- 3.2 Upon receipt of a written request for a review Newry, Mourne and Down District Council will convene a Review Panel which is independent of the Council's Financial Assistance Assessment Panel.
- 3.3 The Review Panel will comprise three members, none of whom will have been involved in the original assessment process.
- 3.4 The Review Panel will receive all the documentation considered by the Council's Financial Assistance Assessment Team. This will include documentation relating to all stages of the assessment process, the reasons for the decision and a copy of the written request for the review.
- 3.5 The Review Panel may seek legal advice or other professional advice if required.
- 3.6 The Review Panel will convey its decision to the applicant in writing within seven days of its decision.

<b>Report to:</b>	Active & Health Communities
<b>Subject:</b>	Service Level Agreements for Community Facilities
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Patrick Green

### Decisions Required

The Committee agrees to the Council entering into SLA's with the list of groups as listed in Appendix 3 for a period of one year to allow for a review of these funding arrangements to be carried out.

<b>1.0</b>	<p><b>Purpose &amp; Background</b></p> <p>Both existing legacy Councils have historically given grants to Community groups who manage or own community facilities. These decisions were taken on the rationale that if it were not for these groups providing these services the Council would be obliged to run them at an even greater cost to the rate payer.</p> <p>While the rationale and Business Case for these decisions is sound the arrangements have not been formalised by the creation of formal Service Level Agreements (SLA).</p> <p>It is therefore recommended that the new Council adopts the SLA's as attached in Appendix 1 &amp; Appendix 2 for the organisation as listed.</p>
<b>2.0</b>	<p><b>Recommendation</b></p> <p>The Committee agrees to the Council entering into SLA's with the list of groups as listed in Appendix 3 for a period of one year to allow for a review of these funding arrangements to be carried out.</p>
<b>3.0</b>	<p><b>Resource Implications</b></p> <p>None</p>
<b>4.0</b>	<p><b>Appendices</b></p> <p>Appendix 1 – Service Level Agreement 2015 – 2016</p> <p>Appendix 2 – Newry, Mourne and Down Council and ----- Community Association Facility Management Agreement</p>

	Appendix 3 – List of current community Groups funded by both Legacy Councils
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**Dated this     day of     2015**

**NEWRY, MOURNE AND DOWN COUNCIL**

**and**

**\*\*\*\*\* COMMUNITY ASSOCIATION**

**FACILITY MANAGEMENT AGREEMENT**

Newry, Mourne and Down Council  
Monaghan Row  
Newry  
BT35 8DJ

**THIS AGREEMENT** made the                    day of                    2015 between:-

- (1) **NEWRY, MOURNE AND DOWN COUNCIL** of District Council Offices,  
O'Hagan House, Monaghan Row, Newry, BT35 8DJ;  
and
- (2) **\*\*\*\*\* COMMUNITY ASSOCIATION** of \*\*\*\*\*

## **1. Definitions**

In this Agreement, the following expressions have the meaning specified:-

- 1.1 'the Association' means \*\*\*\*\* Community Association.
- 1.2 'the Council' means Newry, Mourne and Down Council, party hereto.
- 1.3 'the facilities' means the community centre and associated facilities as specified in the First Schedule.

## **2. Recitals**

- 2.1 The Council is the owner of the facilities.
- 2.2 The Council and the Association have agreed that the Association will undertake responsibility for the management of the facilities in accordance with the provisions hereinafter contained and for the duration hereinafter specified.
- 2.3 The Association acknowledges its responsibility for all obligations arising pursuant to this Agreement.

## **3. Period of Agreement**

- 3.1 This Agreement will have effect for a period of 1 year from the 1<sup>st</sup> day of April 2015 until 31<sup>st</sup> March 2016 with an option for the parties to mutually agree an extension for a further one year.

#### **4. Management of the Facilities**

- 4.1 The Association shall undertake and be responsible for the general management of the facilities on behalf of the Council in accordance with the following provisions of this Agreement, including the acceptance of bookings, the collection of cash, the organising of events and the provision of security.
- 4.2 The Association will be responsible for all electricity, telephone, water and other charges (but excluding rates) incurred by it in connection with the use of the facilities, and shall indemnify the Council against the payment of all such charges.
- 4.3 The Association shall carry out all instructions as directed by the Council.
- 4.4 The Association shall be responsible for all inspection of the facilities so as to ensure safe operation and use.
- 4.5 The Association will be responsible for all cleaning and any necessary internal decoration and minor repairs, including damage to paint work, interior broken windows, replacement of light bulbs, maintenance of shower fittings, and the repair of any damaged fixtures or fittings in respect of the facilities.
- 4.6 The Council will be responsible for the structural repair and external decoration of the facilities.
- 4.7 The Council will be responsible for the running costs as set out in the Second Schedule.
- 4.8 The maintenance responsibilities of the Council and the Association will be reviewed on an annual basis and will be subject to such change as is agreed in writing between the parties.

## **5. Insurance and Indemnity**

- 5.1 The Council will be responsible for Building and Public Liability Insurance in respect of the facilities.
- 5.2(i) The Association will be responsible for ensuring that all user groups using the facilities have in place current Public and Employers Liability Insurance with a minimum limit of indemnity of £5 million (five million pounds).
- 5.2(ii) The Association will indemnify the Council in respect of claims, losses, costs or damages which arise out of the Association's negligence in the maintenance and use of the facilities in accordance with this Agreement. The Association must take out and maintain Public and Employers liability insurance with a minimum limit of indemnity of £5 million (five million pounds).
- 5.3 The Council will not be responsible for claims, losses, costs or damages in respect of injury or disease sustained by any employee of the Association.
- 5.4 The Council will not be responsible for claims, losses, costs or damages in respect of damage or destruction of equipment stored at the facilities.

## **6. Use**

- 6.1 The Association shall use the facilities as a sports, recreation and community facility as permitted by the Council and for no other use or purpose whatsoever.
- 6.2 The Association shall not use the facilities as a licensed club for the sale or consumption of intoxicating liquor within the meaning of the Registration of Clubs (Northern Ireland) Order 1987.

- 6.3 The Association shall not use the facilities or any part thereof for the benefit of any particular religious body or political group.
- 6.4 The Association shall ensure that any person(s) acting for, or on its behalf who will have access to children or vulnerable adults whilst managing the facilities have undergone enhanced checks through Access NI and also ensure that those who fail the vetting procedure must not be permitted to work on the site.
- 6.5 The Association will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- 6.6 The Association shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action.

## **7. No Building**

- 7.1 The Association shall not erect, build, construct or lay out or permit to be erected, built, constructed or laid out on the facilities any building, erection, construction works, path or paved area except in accordance with plans, elevations and specifications previously submitted to and approved by the Council in writing.

## **8. Access**

- 8.1 The Association agrees that the Council shall have uninhibited right to:-
- (a) enter and inspect the facilities and any portacabin;
  - (b) interview all participating staff and trainees; and
  - (c) carry out any works or operations as the Council may require.

## **9. Compliance**

9.1 The Association agrees that it shall comply with the provisions of all statutes and the requirements of any competent authority relating to the facilities, use thereof and in the exercise of the powers and obligations on the part of the Association contained in this Agreement.

## **10. Section 75 Northern Ireland Act 1998**

10.1 The Council has a duty pursuant to Section 75 of the Northern Ireland Act 1998 in carrying out its functions to have due regard to the need to promote equality of opportunities between different classes of persons, including persons of different religious belief and political opinion.

10.2 The Council is also required by virtue of Section 75 to promote good relations between persons of different religious belief, political opinion or racial group. In order to act in accordance with Section 75, the Council requires the Association as its facilities Manager to undertake not to use the facilities or any part thereof for the benefit of any particular religious body or political grouping or to discriminate against any particular racial group.

## **11. Public Use**

11.1 Members of the public, sporting clubs, groups and schools will continue to be entitled to use the facilities subject to the payment of user charges to be fixed from time to time by the Council and a booking system as agreed between the parties and the Association shall use its best endeavours to ensure that public use of the facilities is made available as and when required. Members of the public will continue to be permitted access to the property for passive recreational pursuits.

11.2 In the event that the Association should wish to refuse public use of the facilities as referred to at 11.1 above, it shall only refuse such use where it appears to the Association reasonable to do so and shall as soon as possible after such refusal notify the Council in writing and provide the

Council with such information as the Council requires to assist it to make an informed decision as to whether the Association acted reasonably in making the refusal and if the Council believes that the Association has not acted reasonably the Council shall be entitled to reverse the Association's decision on such refusal provided always however that should the refusal relate to future use and should there be sufficient time to do so the Association shall notify the Council in writing of its intention to refuse and provide the Council with such information as the Council requires to assist it to make an informed decision as to whether a refusal should be made and in these circumstances the decision shall be the joint decision of the Council and the Association.

## **12. Reports**

12.1 The Association shall forward any reports as required by the Council in respect of the facilities relating to usage, teams, bookings, variations, maintenance or any other matter the Council may require a report on.

## **13. Accounts and Records**

13.1 The Association shall keep and maintain effective and robust legal and financial controls in place to receive and administer all income received and expenditure incurred in relation to the facilities ("the Accounts") and shall retain all Accounts and other records relating to the facilities in a secure place for the duration of this Agreement and submit the financial statements to the Council for annual review no later than two months after the financial year end.

13.2 The Association shall permit the Council through its authorised officers and agents to have uninhibited right to inspect the Accounts and all financial and other relevant documents relating to income received and expenditure incurred including booking forms in relation to the facilities and the Association shall disclose such information to the Council upon demand.

13.3 The Association shall operate as a non profit making organisation in respect of the facilities and shall apply all income received in relation to the facilities towards the improvement, enhancement and betterment of the facilities.

#### **14. Funding**

14.1 In the event that the Association shall require funding for development of the facilities from other sources it shall ensure that all funding secured is applied entirely in accordance with the eligibility criteria and covenants and conditions of the funders.

14.2 Any monies which are put into or invested by the Association in the facilities shall be at the sole risk of the Association and the Council shall retain legal possession of the facilities at all times and no tenancy is intended to be, nor is hereby created nor shall the Association call upon the Council to grant a tenancy.

14.3 The Association shall provide the Council with all information that the Council considers relevant in relation to any funding received or applied for by the Association and the Council shall through its authorised officers and agents have the right to discuss all aspects of the Association's activities with its representatives or office-bearers.

#### **15. Non Assignment**

This Agreement shall not be assignable or transferable without the prior written consent of the Council.

#### **16. No Tenancy**

The Council retains legal possession of the facilities and no tenancy is intended to be, nor is hereby created.

#### **17. Notices**



Any notice requiring to be served hereunder shall be sufficiently served in the case of the Association if sent to its address hereinbefore appearing and in the case of the Council if addressed to its Chief Executive and sent by Recorded Delivery to the Council's principal office.

## **18. Termination**

If the Association shall fail to observe and perform any of the obligations, conditions and agreements on its part contained in this Agreement and if the Association shall fail to remedy any such non-observance or non-performance of any of the obligations, conditions and agreements within one month of receiving notice in writing by the Council then it shall be lawful for the Council at any time thereafter to re-enter into and upon the facilities or any part thereof in the name of the whole and this Agreement shall determine but without prejudice to the rights and remedies of the Council against the Association in respect of any antecedent claim or breach of condition or agreement.

## **19. Law**

This Agreement shall be construed and applied in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland.

## **20. Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the Association and the extent of its commitment thereto, but otherwise all information passing between the Council and the Association shall be treated as confidential, unless otherwise agreed, or already in the public domain and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

**PROVIDED ALWAYS, AND IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows:-

- 1. That the Constitution of the Association and any amendments thereto shall be subject to the prior approval of the Council and that eligibility to enjoy the facilities shall not be restricted on denominational grounds or made conditional on denominational religious observances.

**IN WITNESS** whereof the Council has affixed its Corporate Seal and the Association has executed this Facility Management Agreement in the manner hereinafter appearing the day and year first herein **WRITTEN**

**PRESENT** when the Corporate Seal of )  
**NEWRY, MOURNE AND DOWN** )  
**COUNCIL** was affixed hereto:- )

\_\_\_\_\_)  
**Chairman** )

\_\_\_\_\_)  
**Chief Executive** )

Signed on behalf of \*\*\*\*\* )  
**COMMUNITY ASSOCIATION** )

\_\_\_\_\_)

\_\_\_\_\_)

**FIRST SCHEDULE**

**ALL THAT AND THOSE** the premises known as \*\*\*\*\* as shown edged in red on the plan thereof attached hereto.

DRAFT

**SECOND SCHEDULE**

Running costs for which Council shall be responsible:

DRAFT

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

NEWRY, MOURNE AND DOWN COUNCIL

and

[XXXXXXXXXXXXXXXXXXXXXX]

# SERVICE LEVEL AGREEMENT 2015-2016

[XXXXXXXXXXXXXXXXXXXXXX]

**Art. 10 The Recreation and Youth Service (Northern Ireland) Order 1986**

Newry, Mourne and Down Council  
Monaghan Row  
Newry  
BT35 8DJ

This **SERVICE LEVEL AGREEMENT** is made the        day of 2015 between **NEWRY, MOURNE AND DOWN COUNCIL** of Monaghan Row, Newry, BT35 8DJ, of the one part and the [\*\*\*\*\*] of [\*\*\*\*\*] of the other part.

## **(1) Definitions**

- (a) 'the Agreement' means this Service Level Agreement;
- (b) 'the Centre' means the [XXXXXXXXXX] facility situate at [XXXXXXXXXX].
- (c) 'the Council' means Newry, Mourne and Down Council, party hereto.
- (d) 'Financial Year' means 1<sup>st</sup> April 2015 to 31<sup>st</sup> March 2016.
- (e) 'the Payment' means a maximum sum of £\*\*\*\*\* to be paid / applied by the Council to the Association in the Financial Year in accordance with this Agreement in return for the Association delivering the activities/programme set out at Appendix 1 of this Agreement.
- (f) 'the Association' means \*\*\*\*\* Community Association, party hereto.

## **(2) Background**

- i. The Council has statutory authority to secure the provision for its area of adequate facilities for recreational, sport, physical and cultural activities under the Recreation and Youth Service (Northern Ireland) Order 1986. Article 10(1) of the aforementioned Order permits Council to assist, by financial contributions or otherwise, any person to establish, maintain and manage any such facilities or to organise any such activities.

## **(3) Scope and Duration of the Agreement:**

- i. The Agreement takes effect from 1<sup>st</sup> April 2015 and shall terminate on 31<sup>st</sup> March 2016.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or the delegated representatives.
- iii. The Agreement will terminate as per Clause (3) i. but may also be terminated by the Council by two months prior written notice from the Council to the Association.

## **(4) Delivery of the Activities/Programme by the Association**

- i. The Association shall deliver the activities/programme detailed at Appendix 1 to the satisfaction of Council.

- ii. In expending the Payment made to it by the Council the Association should demonstrate value for money and ensure all necessary legal and other requirements are complied with.
- iii. Failure by the Association to deliver the activities/programme set out in Appendix 1 within the agreed timescales may result in a full or partial withdrawal of payment.

## **(5) General Conditions**

- i. The Association will provide the Council with information relating to the Agreement upon reasonable request by the Council.
- ii. The Association must establish and maintain effective and robust financial control systems in relation to the delivery of the activities/programme and maintain proper and effective accounting records, and shall retain all accounts and other records relating to the delivery of the activities/programme in a secure place for the duration of this Agreement and submit the financial statements to the Council for annual review no later than two months after the financial year end.
- iii. The Association shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the Association to deliver the activities/programme set out in Appendix 1 hereto.
- iv. The Association must ensure that all activities and activities/programmes provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- v. In carrying out the Agreement the Association is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- vi. The Association will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- vii. The Association will indemnify the Council in respect of claims, losses, costs or damages which arise out of the Association's negligence in the delivery of the activities/programme in accordance with this Agreement. The Association must take out and maintain

Public and Employers Liability insurance with a minimum limit of indemnity of £5 million (five million pounds).

- viii. The employees of the Association are the sole liability and responsibility of the Association and the Council accept no liability or responsibility whatsoever in relation to the employees of the Association.

#### **(6) Publicity/ Freedom of Information Act**

The Council reserves the right to publicly announce its funding of the Association and the extent of its commitment thereto, but otherwise all information passing between the Council and the Association shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude the Council from fulfilling its obligations under the Freedom of Information Act.

#### **(7) Governing Law**

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

#### **(8) Limitation on Liability**

The parties acknowledge that the Council shall have no liability to the Association for any loss or damage sustained by the Association as a result of the Agreement.

**PROVIDED ALWAYS, AND IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as follows:-

1. That the Constitution of the Association and any amendments thereto shall be subject to the prior approval of the Council.





**APPENDIX 1**

**ACTIVITIES/PROGRAMME TO BE DELIVERED**

DRAFT

**Community owned/run Community Centres/Halls in Newry & Mourne District Council and in Down District Council**

currently in receipt of Council Revenue Funding

<b>Community Centre (CC)/Hall (CH) in NMDC</b>	<b>Amount of Funding 2015/2016</b>	<b>Community Centre (CC)/Hall (CH) in DDC</b>	<b>Amount of Funding 2015/2016</b>
An Riocht	1,361.00	Annesley CH, Newcastle	Up to 3,000.00
Annalong CC	14,134.00	Ardglass CC	Up to 3,000.00
Ballinran CC	281.00	Ballyhornan CC	Up to 3,000.00
Barnmeen CC	5,612.00	Bright CC	Up to 3,000.00
Burren CC	2,500.00	Castlewellan CC (CC previously owned and run by DDC)	Up to 6,000.00
Cabra CC	14,941.00	Crossgar War Memorial CH	Up to 3,000.00
Camlough CC	- 247.00	Dunsford CC	Up to 3,000.00
Cloughreagh CC	55,734.00	Inverbrena CH, Strangford	Up to 3,000.00
Cullyhanna CC	18,312.00	Killough CH	Up to 3,000.00
Derrybeg CC	23,114.00		
Dorsey CC	10,976.00		
Dromintee CC	250.00		
Forkhill CC	39,610.00		
Hilltown CC	7,807.00		
Lislea CC	840.00		
Lisnacree CC	3,797.00		
Loanda House / Barcroft CC	39,385.00		
Meigh CC	21,748.00		
Mullaghbawn CC	7,049.00		
Newtownhamilton CC	8,744.00		
Three Ways CC	26,792.00		
Whitecross CC	2,688.00		
Whitegates CC	31,317.00		
<b>Total</b>	<b>336,745.00</b>	<b>Maximum Potential Total</b>	<b>30,000.00</b>

Michael Lipsett

Director of Recreation &amp; Community Services

19.3.2015

<b>Report to:</b>	Active & Healthy Communities
<b>Subject:</b>	Newry, Mourne & Down Policing & Community Safety Partnership Transitional Action Plan - PCSP 57
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	Janine Hillen

### Decisions Required

Council **APPROVES** the attached Newry, Mourne & Down PCSP Transitional Action Plan.

<b>1.0</b>	<p><b>Purpose &amp; Background</b></p> <p>To seek Council <b>APPROVAL</b> for the implementation of the Policing &amp; Community Safety (PCSP) Transitional Action Plan.</p> <p>In order to maintain <b>operational delivery</b> during transition from the previous 26 PCSPs to the new partnerships, Councils are required to submit an action plan that will outline delivery of key interventions during the first year of Newry, Mourne &amp; Down PCSP.</p> <p>Projects which are to be carried forward are amalgamated on a cluster basis, into the transitional delivery plan for the incoming PCSP. <b>The Plan only contains initiatives that have been approved by both Down and Newry &amp; Mourne PCSPs during their operation.</b></p> <p>Following ratification, transitional action plans will be submitted to Joint Committee so that Letters of Offer can be issued to Councils. Subsequent to the establishment of the new PCSP, Members of the Partnership will have the opportunity to amend the 12 month Transitional Action Plan in response to identified local need.</p> <p>In addition, and prior to the establishment of the new PCSP, a full Strategic Assessment for the new district council areas will be completed to inform the development of a follow on 3 year strategy and action plan which will require full approval by the Joint Committee and PCSP prior to implementation.</p> <p>NB:- The objectives contained in the Action Plan may be subject to change following any structural changes or budgetary adjustment.</p>
<b>2.0</b>	<b>Recommendation</b>

	Council <b>APPROVES</b> the attached Newry, Mourne & Down PCSP Transitional Action Plan.
<b>3.0</b>	<b>Resources Implications</b>  None
<b>4.0</b>	<b>Appendices</b>  Appendix 1 - Transitional Plan

## Item No. 4

NMD PCSP TRANSITIONAL ACTION PLAN APRIL 2015 (1 Year Transitional Plan)																	
Strategic Objective 1 - To successfully deliver the functions of, the Policing and Community Safety Partnership																	
Local Priority	Link to 2014 – 2017 NI Policing Plan Outcomes	Local Action	Inputs – Budget and Personnel	Summary of outputs, outcomes & timescale	Partners	Rationale for Action	Monitoring and Evaluation										
PCSP Partnership Development across NMD	Improved Confidence in Local Policing  Maintaining our operational capacity whilst ensuring high standards of leadership, governance and stewardship	1. Development of Partnership structure, to include establishment of thematic sub groups (if required) following a review of existing community fora and established interagency working groups	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£25,000 approx</td> </tr> </table> <p>Action will be driven by: PCSP Manager PCSP Officer PCSP Members</p>	Transition Yr	£25,000 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Development of the PCSP</td> <td>July 2015</td> </tr> <tr> <td>Establishment of Themed Sub Groups (if required)</td> <td>Sept 2015</td> </tr> <tr> <td>Completion of review of Community Fora and Multi Agency Working Groups</td> <td>Sept 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome:</u> PCSP working effectively and efficiently and delivering the functions of the partnership across the new geographic area of concern</p>	Outputs	Date	Development of the PCSP	July 2015	Establishment of Themed Sub Groups (if required)	Sept 2015	Completion of review of Community Fora and Multi Agency Working Groups	Sept 2015	-PCSP -Local Council -NI Policing Board	This action is a key requirement for the functionality of the PCSP	Partnership established  Attendance at meetings  Number and functionality of themed sub groups  Monthly reports from each Partnership / Sub Group.
Transition Yr																	
£25,000 approx																	
Outputs	Date																
Development of the PCSP	July 2015																
Establishment of Themed Sub Groups (if required)	Sept 2015																
Completion of review of Community Fora and Multi Agency Working Groups	Sept 2015																
PCSP Partnership Development across NMD	Continued implementation of the Policing with Community Strategy – Effective Community Engagement	2. To work with the new PCSP members to finalise the design and details contained within the 3 year draft PCSP strategy from April 2016 – April 2019	Action will be driven by: - PCSP Manager - PCSP Officer - PCSP Members - Appointed Consultant	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Finalise the Draft Strategy for the next 3 Years</td> <td>Oct 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome:</u> PCSP strategy for period April 2016 – March 2019 will have been agreed and concluded</p>	Outputs	Date	Finalise the Draft Strategy for the next 3 Years	Oct 2015	PCSP (and its members)	This action is a key requirement for the future direction and priority identification for the PCSP	Production of 3 Year Strategy for the PCSP and approval from members and partners  Annual review of the 3 year strategy and also of the 1 year transitional plan.						
Outputs	Date																
Finalise the Draft Strategy for the next 3 Years	Oct 2015																
PCSP Partnership Development across NMD	Maintaining our operational capacity whilst ensuring high standards of	3. To carry out a training needs analysis with the new PCSP members and then deliver a series of group and individual	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td></td> </tr> </table> <p>Action will be driven by:</p>	Transition Yr		<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Training needs analysis completed with PCSP members</td> <td>Oct 2015</td> </tr> </tbody> </table>	Outputs	Date	Training needs analysis completed with PCSP members	Oct 2015	- PCSP (and its members) - Training Providers - Designate	New members need to be appropriately skilled and informed to	Types of training provided  Attendance levels at training				
Transition Yr																	
Outputs	Date																
Training needs analysis completed with PCSP members	Oct 2015																

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	<p>leadership, governance and stewardship</p> <p>Enhanced confidence and reassurance to the public through our response to risk and harm</p>	<p>training to the new partnership members. Training is likely to be delivered across the following areas;</p> <ul style="list-style-type: none"> <li>• The NI Policing Plan</li> <li>• Monitoring police performance against the Local Policing Plan</li> <li>• Partnership working</li> <li>• Capacity Building</li> <li>• Effective Evaluation</li> <li>• Equality and Diversity</li> <li>• Code of Conduct for new PCSP Members</li> <li>• Effective working with the PSNI</li> </ul>	<ul style="list-style-type: none"> <li>- PCSP Manager</li> <li>- PCSP Officer</li> <li>- PCSP Members</li> <li>- Appointed training organisations</li> </ul>	<table border="1"> <tr> <td>At least 2 group training sessions delivered to PCSP members</td> <td>By March 2016</td> </tr> </table> <p><u>Overarching Outcome:</u> PCSP members are adequately skilled and trained to provide the functions of their office.</p>	At least 2 group training sessions delivered to PCSP members	By March 2016		<p>Members</p> <ul style="list-style-type: none"> <li>- Members of the Themed Sub Groups</li> </ul>	<p>make effective decisions about the future policing and community safety needs of the area and feedback</p>	<p>Evaluation of the training quality by members</p> <p>Qualitative analysis of the training via member consultation</p>							
At least 2 group training sessions delivered to PCSP members	By March 2016																
<p>PCSP Partnership Development across NMD</p>	<p>Continued implementation of the Policing with Community Strategy.</p>	<p>4. To host a minimum of 2 information session(s) with a range of community organisations and those involved in police and community safety work across the geographic area of concern. These sessions will be used to provide contact details on the PCSP, planned initiatives, interventions, details on funding, etc.</p> <p>Support communication and education around local priorities e.g. drugs, underage drinking, burglary, older people. A themed information note / flier / circular should be completed and prioritised</p>	<p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>- PCSP Manager</li> <li>- PCSP Officer</li> <li>- PCSP Members</li> <li>- Police in the area</li> </ul>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>2 Public events held per annum</td> <td>By March 2016</td> </tr> <tr> <td>1 event hosted every six months</td> <td>Ongoing</td> </tr> <tr> <td>All relevant statutory and community partners playing an active role in organisation and delivery</td> <td>Each Event</td> </tr> <tr> <td>2 x community safety themed fliers presented and circulated</td> <td>Every 6 months</td> </tr> </tbody> </table> <p><u>Overarching Outcome:</u> To ensure that local community have been appropriately informed and consulted about the future strategy of the NMD PCSP strategy.</p>	Outputs	Date	2 Public events held per annum	By March 2016	1 event hosted every six months	Ongoing	All relevant statutory and community partners playing an active role in organisation and delivery	Each Event	2 x community safety themed fliers presented and circulated	Every 6 months	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-Local Community Safety Forums</li> <li>-Other potential funding agencies that may support the printing and design of fliers</li> </ul>	<p>It is important to gather the views of key stakeholders and communicate consistent messages to the wider community</p> <p>PCSP's work best when consulting widely and regularly with those that the partnership is tasked with serving.</p>	<p>Number of consultation events taking place</p> <p>Number of people attending</p> <p>Number of communication campaigns delivered</p> <p>Range and type of communication</p> <p>Detailed list of follow up actions for stakeholders</p>
Outputs	Date																
2 Public events held per annum	By March 2016																
1 event hosted every six months	Ongoing																
All relevant statutory and community partners playing an active role in organisation and delivery	Each Event																
2 x community safety themed fliers presented and circulated	Every 6 months																

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		every six months. An agreed distribution list / network for each flier to be approved by the PCSP members every 6 months											
PCSP Partnership Development across NMD	Continued implementation of the Policing with Community Strategy – Effective Joint Problem Solving  Continued implementation of the Policing with Community Strategy.	5. Hold PCSP and Policing Committee meetings to progress implementation of Strategic Plan , monitor Police performance and contribute to local policing plans and services (this will happen following establishment and recruitment of PCSP members)  Provide regular reports to Joint Committee (and others) on performance against the NMD Transition action plan and local policing plan.  This action will include the production and circulation of an Annual Report for the PCSP	Action will be driven by: - PCSP Officer - PCSP Members - PSNI Appointed Representatives	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>PCSP meetings held</td> <td>From Sept of 2015</td> </tr> <tr> <td>Host at least 1 planning event this year where PCSP members can formally feed into the development of the local policing plan</td> <td>Dec 2015 / Jan 2016</td> </tr> </tbody> </table>	Outputs	Date	PCSP meetings held	From Sept of 2015	Host at least 1 planning event this year where PCSP members can formally feed into the development of the local policing plan	Dec 2015 / Jan 2016	-PCSP -PSNI (Local team)	Important to ensure coordination between PCSP partners with a particular focus on the policing committee.	Number of meetings  Attendance at meetings  Actions emerging from meetings  Outcome of reports and actions emerging  Copy of the Annual Report produced.
				Outputs	Date								
PCSP meetings held	From Sept of 2015												
Host at least 1 planning event this year where PCSP members can formally feed into the development of the local policing plan	Dec 2015 / Jan 2016												
<p><u>Overarching Outcome:</u> To ensure formal working relationship between PCSP Members, Statutory Agencies and Voluntary Organisations</p>													
PCSP Partnership Development across NMD	Continued implementation of the Policing with Community Strategy – Providing Information to the Community	6. To develop a communication strategy for the newly established PCSP (including use of social media and various other communication networks)	Action driven by: - PCSP Officer - PCSP Members - PSNI Marketing - Local Council Communications and PR Team	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Communication strategy drafted and implemented</td> <td>Oct 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that work of the PCSP is appropriately communicated through the new Council area.</p>	Outputs	Date	Communication strategy drafted and implemented	Oct 2015	-PCSP -PSNI Media officer -Local Council Media Officers -Other key community partners to inform the communication Strategy	The PCSP are required to have an agreed communication strategy  A consistent message is required.	Production and copy of the strategy and examples of it being delivered in practice.		
Outputs	Date												
Communication strategy drafted and implemented	Oct 2015												



## Item No. 4

## Strategic Objective 2 - To improve community safety by tackling crime and anti-social behaviour

Local Priority	Link to 2014 – 2017 NI Policing Plan Outcomes	Local Action	Inputs – Budget and Personnel	Summary of outputs, outcomes & timescale	Partners	Rationale for Action	Monitoring and Evaluation												
Highlighting issues linked to Anti-Social behaviour and developing a range of interventions aimed at reducing its impact across NMD	Reduced crime and anti-social behaviour – Effective Partnership Working to Reduce Anti-Social behaviour  Continued implementation of the Policing with Community Strategy – Effective Community Engagement	7. To develop a range of Anti-Social Behaviour targeted action plans. The plans will focus on key hot spot areas and will also be developed in line with the new Council District Electoral Area Partnerships.	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£30,000.00 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Council Officers</p>	Transition Yr	£30,000.00 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To develop at least 3 ASB action plans, with programmes running across each throughout this transition year.</td> <td>Annually</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that there is a joined up and coordinated approach to tackling ASB across the Newry Mourne and Down areas.</p>	Outputs	Date	To develop at least 3 ASB action plans, with programmes running across each throughout this transition year.	Annually	-PCSP -PSNI -DEA Reps -Local Community Fora	ASB is one of the main community safety issues across the local authority. Developing local action plans requires the input and consultation of other key agencies.	Number of action plans created  Detailed consultation information for each plan						
Transition Yr																			
£30,000.00 approx																			
Outputs	Date																		
To develop at least 3 ASB action plans, with programmes running across each throughout this transition year.	Annually																		
Highlighting issues linked to Anti-Social behaviour and developing a range of interventions aimed at reducing its impact across NMD	Reduced crime and anti-social behaviour – Effective Partnership Working to Reduce Anti-Social behaviour	8. Following from the development of the action plans, the PCSP will design, develop and deliver a range of ASB initiatives across the geographic areas of concern and DEA boundaries. These initiatives are likely to include for example;  -Youth Engagement Projects -Internet Safety Initiatives -Parental Awareness programmes -Diversion through Sport	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£30,000.00 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members</p>	Transition Yr	£30,000.00 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver a range of interventions that reduce the levels of ASB in the locality.</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>The interventions will engage a minimum of 300 at risk young people</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>The parental awareness programme will be delivered to at least 150 parents across the locality.</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>Funding / Contracts will be provided to at least 5 initiatives during the</td> <td>April 2015 – March</td> </tr> </tbody> </table>	Outputs	Date	To deliver a range of interventions that reduce the levels of ASB in the locality.	April 2015 – March 2016	The interventions will engage a minimum of 300 at risk young people	April 2015 – March 2016	The parental awareness programme will be delivered to at least 150 parents across the locality.	April 2015 – March 2016	Funding / Contracts will be provided to at least 5 initiatives during the	April 2015 – March	-PCSP -PSNI -DEA Reps -Local Community Fora -Local community safety organisations -Local youth organisations	ASB is one of the main community safety issues across the local authority. Intervention related activities is a key way of helping to reduce and control ASB in the locality.	Number of programmes delivered  Number of participants at each programme  Value for money  Monitor the incidents of ASB across the area before, during and after intervention
Transition Yr																			
£30,000.00 approx																			
Outputs	Date																		
To deliver a range of interventions that reduce the levels of ASB in the locality.	April 2015 – March 2016																		
The interventions will engage a minimum of 300 at risk young people	April 2015 – March 2016																		
The parental awareness programme will be delivered to at least 150 parents across the locality.	April 2015 – March 2016																		
Funding / Contracts will be provided to at least 5 initiatives during the	April 2015 – March																		

## Item No. 4

		Project -Mourne Mountain Adventure Programme -Linking with and supporting groups across NMD that work in the community safety arena <i>(NB* List not exhaustive)</i>		transitional action plan phase.	2016													
				<b>Overarching Outcome</b> To proactively tackle and reduce the levels of ASB in the area. This will be done through programme delivery and partnership working.														
Highlighting issues linked to Anti-Social behaviour and developing a range of interventions aimed at reducing its impact across NMD	Reduced crime and anti-social behaviour – Effective Partnership Working to Reduce Anti-Social behaviour	9. To develop a localised plan for the deployment of Community Wardens across NMD. The Warden scheme will be delivered through a mix of Council Staff, Procured Services and the NIHE day time wardens	<table border="1"> <tr><th>Transition Yr</th></tr> <tr><td>£50,000.00 approx</td></tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Local / Appointed Wardens -NIHE</p>	Transition Yr	£50,000.00 approx	<table border="1"> <thead> <tr><th>Outputs</th><th>Date</th></tr> </thead> <tbody> <tr><td>To deploy ASB Wardens across the Newry Mourne and Down Area, targeting hot spot areas.</td><td>Annually</td></tr> </tbody> </table> <p><b>Overarching Outcome</b> To reduce levels of ASB in the locality through effective deployed of Community Safety / ASB Wardens</p>	Outputs	Date	To deploy ASB Wardens across the Newry Mourne and Down Area, targeting hot spot areas.	Annually		-PCSP -PSNI -NIHE -Local Council -Local Community Fora -Local community safety organisations -Local youth organisations -Procured Service Providers	The effective use of Wardens across NMD has proved effective at tackling ASB in the locality and will be continued through the transition year. Wardens also allow for targeted ASB hot spot intervention.	Number of Wardens Deployed  Value for money  Monitor the incidents of ASB across the area before, during and after deployment of Wardens				
Transition Yr																		
£50,000.00 approx																		
Outputs	Date																	
To deploy ASB Wardens across the Newry Mourne and Down Area, targeting hot spot areas.	Annually																	
Highlighting issues linked to Anti-Social behaviour and developing a range of interventions aimed at reducing its impact across NMD	Reduced crime and anti-social behaviour – Effective Partnership Working to Reduce Anti-Social behaviour	10. Following from the development of the action plans, the PCSP will design, develop and deliver a range of seasonal community based interventions aimed at tackling ASB. These initiatives are likely to include for example;  -Halloween timed initiatives -Summer / Marching / season initiatives	<table border="1"> <tr><th>Transition Yr</th></tr> <tr><td>£20,000.00 approx</td></tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members</p>	Transition Yr	£20,000.00 approx	<table border="1"> <thead> <tr><th>Outputs</th><th>Date</th></tr> </thead> <tbody> <tr><td>To deliver a range of interventions that reduce the levels of ASB in the locality during seasonal highs.</td><td>April 2015 – March 2016</td></tr> <tr><td>The seasonal interventions will engage a minimum of 200 at risk young people</td><td>April 2015 – March 2016</td></tr> <tr><td>Funding / Contracts will be provided to at least 4 initiatives during the transitional action plan</td><td>April 2015 – March 2016</td></tr> </tbody> </table>	Outputs	Date	To deliver a range of interventions that reduce the levels of ASB in the locality during seasonal highs.	April 2015 – March 2016	The seasonal interventions will engage a minimum of 200 at risk young people	April 2015 – March 2016	Funding / Contracts will be provided to at least 4 initiatives during the transitional action plan	April 2015 – March 2016		-PCSP -PSNI -DEA Reps -Local Community Fora -Local community safety organisations -Local youth organisations -Good relations	NMD PCSPs have traditionally managed ASB during key times throughout the year. This will require continuity and consistency.	Number of programmes delivered  Number of participants at each programme  Value for money  Monitor the incidents of ASB across the area before, during and after intervention
Transition Yr																		
£20,000.00 approx																		
Outputs	Date																	
To deliver a range of interventions that reduce the levels of ASB in the locality during seasonal highs.	April 2015 – March 2016																	
The seasonal interventions will engage a minimum of 200 at risk young people	April 2015 – March 2016																	
Funding / Contracts will be provided to at least 4 initiatives during the transitional action plan	April 2015 – March 2016																	

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		-Summer diversionary initiatives <i>(NB* List not exhaustive)</i>		phase.		department in Local Council							
				<u>Overarching Outcome</u> To proactively tackle and reduce the levels of ASB in the area at seasonal times. There will be a reduced amount of ASB in the locality as a result.									
Highlighting issues linked to Anti-Social behaviour and developing a range of interventions aimed at reducing its impact across NMD	Reduced crime and anti-social behaviour – reducing the harm caused by drugs in local neighbourhoods  Enhanced confidence and reassurance to the public through our response to risk and harm	11. Commission / Procure localised, community-informed services and have a flexible budget to respond to local need and prevent ASB (the procurement of providers should be completed at the earliest possible opportunity and should take into account the contracts previously provided by both Councils)  Initiatives will include; <ul style="list-style-type: none"> <li>• Home Security Initiatives</li> <li>• Good Morning Scheme</li> </ul>	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£40,000.00 approx</td> </tr> </table> Action will be driven by: -PCSP Officer -PCSP Members -Commissioned contractors	Transition Yr	£40,000.00 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Funding / Contracts will be provided to at least 2 initiatives during the transitional action plan phase.</td> <td>April 2015 – March 2016</td> </tr> </tbody> </table> <u>Overarching Outcome</u> To proactively tackle and reduce the levels of ASB in the area. This will be done through programme delivery, procurement of services, support of local groups and partnership working.	Outputs	Date	Funding / Contracts will be provided to at least 2 initiatives during the transitional action plan phase.	April 2015 – March 2016	-PCSP -PSNI -DEA Reps -Local Community Fora -Local community safety organisations -Local youth organisations	ASB is one of the main community safety issues across the local authority. Intervention related activities is a key way of helping to reduce and control ASB in the locality.	Number of programmes delivered  Number of participants at each programme  Value for money  Monitor the incidents of ASB across the area before, during and after intervention
Transition Yr													
£40,000.00 approx													
Outputs	Date												
Funding / Contracts will be provided to at least 2 initiatives during the transitional action plan phase.	April 2015 – March 2016												
Raise awareness of drug and alcohol related crime across NMD.	Reduced crime and anti-social behaviour – reducing the harm caused by drugs in local neighbourhoods	12. PCSP to promote an annual awareness campaign re drugs/harm associated with drugs and alcohol including promoting and clearly communicate successes re: drug related crime  Parental Campaign for the year will focus on 'reducing the availability and misuse of	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£4000.00</td> </tr> </table> Action will be driven by: -PCSP Officer -SEADCT -Other agreed local partners	Transition Yr	£4000.00	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Annual awareness programme completed</td> <td>Annual</td> </tr> </tbody> </table> <u>Overarching Outcome</u> To reduce the availability of illegal drugs in the locality and the impact which this has on drug and alcohol related crime.	Outputs	Date	Annual awareness programme completed	Annual	-PCSP -PSNI -SEDACT -PBNI - Environmental Health -YJA -REACT -SELB -SHSCT -Local	Reduced incidents of ASB and crime associated with alcohol / drugs  Community feel that their priorities are being listened	Review of the awareness campaign  Detail of the partnership work ongoing  Monitor the incidents of drug related crime across the area before, during and after intervention
Transition Yr													
£4000.00													
Outputs	Date												
Annual awareness programme completed	Annual												

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		<p>illegal drugs'</p> <p>To work with partner agencies to develop a targeted campaign aimed at increasing the reporting of illegal drug availability, leading to the removal of drugs from the community and reducing drug related harm. The Campaign will also highlight the growing availability and impact of legal highs in the locality.</p> <p>Communication to local community should clearly outline successes re: drug related crime</p>			Community Safety Forums	to and acted upon									
<p>Raise awareness of drug and alcohol related night time violence across NMD.</p>	<p>Reduced crime and anti-social behaviour – reducing the harm caused by drugs in local neighbourhoods</p> <p>Enhanced confidence and reassurance to the public through our response to risk and harm</p>	<p>13. The PCSP will design, develop and deliver a range of Night Time Economy linked drug and alcohol related initiatives. These initiatives will be aimed at trying to reduce the effects of harm caused as a result of taking drugs and alcohol and are likely to include for example;</p> <p>-A range of Street Safety Initiatives SOS Safety on Street Safe Haven</p> <p>-Promote safety elements of the Purple Flag Initiative <i>(NB* List not exhaustive)</i></p> <p>Promote and extend partnership working with local communities, churches, and voluntary organisations to</p>	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£10,000.00</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified partners</li> <li>-Supported groups / contractors</li> <li>-SEADCT</li> </ul>	Transition Yr	£10,000.00	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver a range of interventions that will reduce the levels of harm caused by the misuse of drugs and alcohol particularly during the night time economy.</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>To ring-fence a budget for flexible use aimed at supporting initiatives and programmes closely associated with the night time economy.</td> <td>Annually</td> </tr> </tbody> </table> <p><b>Overarching Outcome</b></p> <p>To provide a range of services that will reduce the levels of crime and harm across NMD occurring during the night time economy as a result of drug and alcohol related activities.</p>	Outputs	Date	To deliver a range of interventions that will reduce the levels of harm caused by the misuse of drugs and alcohol particularly during the night time economy.	April 2015 – March 2016	To ring-fence a budget for flexible use aimed at supporting initiatives and programmes closely associated with the night time economy.	Annually	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-SEDACT</li> <li>-PBNI</li> <li>- Environmental Health</li> <li>-YJA</li> <li>-REACT</li> <li>-SELB</li> <li>-SHSCT</li> <li>-Local Community Safety Forums</li> <li>-City Centre Management</li> <li>-Local Traders Forums</li> <li>-Bars and Social Outlets</li> </ul>	<p>Reduced incidents of ASB and Crime associated with Alcohol / Drugs during the Night Time Economy</p> <p>Key night time economies across NMD require support to deal with these issues</p>	<p>Number of initiatives delivered</p> <p>Number of participants at each programme</p> <p>Value for money</p> <p>Monitor the incidents of ASB across the area before, during and after intervention</p>
Transition Yr															
£10,000.00															
Outputs	Date														
To deliver a range of interventions that will reduce the levels of harm caused by the misuse of drugs and alcohol particularly during the night time economy.	April 2015 – March 2016														
To ring-fence a budget for flexible use aimed at supporting initiatives and programmes closely associated with the night time economy.	Annually														

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		provide SOS support to users of the night time economy											
Raise awareness of drug and alcohol related crime across NMD.	Reduced crime and anti-social behaviour – Effective Partnership Working to Reduce Anti-Social behaviour Newry Mourne and Down Community Plan	<p>14. PCSP will provide input, support and resources into existing partnerships / bodies / multi agency FORA to provide a strategic response to issues relating to drugs and alcohol across NMD.</p> <p>These partnerships are likely to include;</p> <ul style="list-style-type: none"> <li>-SEDACT (South Eastern Drugs and Alcohol Coordinating Team)</li> <li>-Civic Alcohol &amp; drugs Forum Newry and Mourne Drugs and Alcohol partnership</li> <li>-Appointed contractor / agency for delivery of PHA tender (contracts to be rolled out from July 1<sup>st</sup> )</li> </ul> <p><i>(NB° List not exhaustive)</i></p>	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£1000.00</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified partners</li> </ul>	Transition Yr	£1000.00	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To work across at least 6 partnerships and community led FORA whose core focus is to reduce drugs and alcohol misuse across the district area.</td> <td>April 2015 – March 2016</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure a coordinated and multi-agency approach is being deployed in the locality to deal with illegal drugs and alcohol related issues.</p>	Outputs	Date	To work across at least 6 partnerships and community led FORA whose core focus is to reduce drugs and alcohol misuse across the district area.	April 2015 – March 2016	Partnerships will develop through the transition year of the plan and will include all those already identified across the page.	A Multi Agency approach is required to deal with the growing incidents of drug and alcohol related crime and harm across NMD.	<p>Details of the partnerships created and the Fora that the PCSP actively participates in or supports.</p> <p>Details of the impact of that support and participation to be reviewed at the end of every year.</p>
Transition Yr													
£1000.00													
Outputs	Date												
To work across at least 6 partnerships and community led FORA whose core focus is to reduce drugs and alcohol misuse across the district area.	April 2015 – March 2016												
Raise awareness of drug and alcohol related crime across NMD.	<p>Reduced crime and anti-social behaviour – reducing the harm caused by drugs in local neighbourhoods</p> <p>Enhanced confidence and reassurance to the public through our</p>	<p>15. Development of a flexible approach to joint enforcement of street drinking and associated anti-social behaviour. Examples of when the PSNI, Housing Associations and other relevant agencies need to be visible and in local communities is around festival periods, times of good weather and holiday</p>	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£1000.00</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified partners</li> </ul>	Transition Yr	£1000.00	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To ensure that joint enforcement of street drinking is prioritised and an agreed approach is taken by all partners and all those involved in the aforementioned community networks and partnerships.</td> <td>By Oct of 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u></p>	Outputs	Date	To ensure that joint enforcement of street drinking is prioritised and an agreed approach is taken by all partners and all those involved in the aforementioned community networks and partnerships.	By Oct of 2015	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-SEDACT</li> <li>-PBNI</li> <li>- Environmental Health</li> <li>-YJA</li> <li>-REACT</li> <li>-SELB</li> <li>-SHSCT</li> <li>-Local Community</li> </ul>	Street drinking is a common occurrence across the district and needs to be diplomatically challenged through joint enforcement.	<p>Review the amount of enforcements or fines given throughout the year related to street drinking</p> <p>Carry out a small independent review of how effective enforcement is at tackling on street drinking.</p>
Transition Yr													
£1000.00													
Outputs	Date												
To ensure that joint enforcement of street drinking is prioritised and an agreed approach is taken by all partners and all those involved in the aforementioned community networks and partnerships.	By Oct of 2015												

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	response to risk and harm	season. Please note that this links to Action number 9, which focuses on the deployment of ASB wardens in the locality.		To ensure a coordinated and multi-agency approach is being deployed in the locality to deal with illegal and nuisance based street drinking.	Safety Forums -NIHE -Housing Associations								
To raise awareness of gender based crime, domestic and sexual related violence across NMD.	Reduced crime and anti-social behaviour – Level of crime with an emphasis on Hate Crime & Crime with a Domestic Motivation	16. To design, develop and support Domestic and Sexual Violence initiatives  PCSP will provide input into existing partnerships / bodies / local support structures to provide a strategic response to issues relating to Domestic Violence.  The Partnership working will see the PCSP support the  -Local 1 Stop Shop -The Domestic Violence Partnership -Women’s Aid -South Eastern Domestic Violence Partnership Council DV sub group Safe Place / ONUS <i>(NB* List not exhaustive)</i>  - To address DV by supporting and extending contract of victims through commissioning a domestic /sexual violence therapeutic intervention and prevention programme.	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£15,000.00</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Key identified partners</p>	Transition Yr	£15,000.00	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To work across and support existing partnerships and support services for those that specialise in dealing with Domestic Violence.</td> <td>April 2015 – March 2016</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that there is coordinated and multi-agency approach is being deployed in the locality to deal with domestic and sexual violence</p>	Outputs	Date	To work across and support existing partnerships and support services for those that specialise in dealing with Domestic Violence.	April 2015 – March 2016	-PCSP -PSNI -SEDACT -PBNI -Women’s Aid -SHSCT -Local Community Safety Forums -NIHE -Housing Associations -Domestic Violence Partnership -SELB -CYPISA	The NMD policing district had the 7 <sup>th</sup> highest number of domestic abuse incidents  Between 2003/4 and 2011/12, there was 97.89% increase in incidents with a domestic abuse motivation, across NMD, the 2 <sup>nd</sup> highest increase in NI.  Between 2000 and 2013, the Newry and Mourne area experienced a 408% increase in recorded sexual offences – the second highest increase across Northern	Input and types of support provided by Partners  Levels of Domestic and Sexual Violence in the locality  Efficiency and effectiveness of support provided to victims of sexual and domestic violence  Media coverage of the awareness raising Campaign.
Transition Yr													
£15,000.00													
Outputs	Date												
To work across and support existing partnerships and support services for those that specialise in dealing with Domestic Violence.	April 2015 – March 2016												

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						Ireland. The Down Policing District experienced an increase of 90.6%											
To raise awareness of gender based crime, domestic and sexual related violence across NMD.	Reduced crime and anti-social behaviour – Level of crime with an emphasis on Hate Crime & Crime with a Domestic Motivation	17. Following from the development of and implementation of the Awareness Campaign, the PCSP will design, develop a deliver a range of initiatives and supporting interventions across the geographic areas of concern. These initiatives are likely to include for example;  -School Awareness Campaign - Sexual violence personal safety <i>(NB* List not exhaustive)</i>	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£10,000 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Key identified partners</p>	Transition Yr	£10,000 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver a broad awareness raising campaign linked directly to Domestic Violence</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>To ensure direct communication with at least 200 local people</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>To commission a sexual violence therapeutic service provider in the locality to offer support, advice and guidance to victims of sexual health violence.</td> <td>By Sept 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that adequate support is provided to the victims of domestic and sexual violence</p> <p>To continue raising awareness of the crime and encourage more reporting of domestic and sexual violence across NMD.</p>	Outputs	Date	To deliver a broad awareness raising campaign linked directly to Domestic Violence	April 2015 – March 2016	To ensure direct communication with at least 200 local people	April 2015 – March 2016	To commission a sexual violence therapeutic service provider in the locality to offer support, advice and guidance to victims of sexual health violence.	By Sept 2015	-PCSP -PSNI -SEDACT -PBNI -Women’s Aid -SHSCT -Local Community Safety Forums -NIHE -Housing Associations -Domestic Violence Partnership		Input and types of support provided by Partners  Levels of Domestic and Sexual Violence in the locality  Efficiency and effectiveness of support provided to victims of sexual and domestic violence
Transition Yr																	
£10,000 approx																	
Outputs	Date																
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To commission a sexual violence therapeutic service provider in the locality to offer support, advice and guidance to victims of sexual health violence.	By Sept 2015																
To highlight and challenge the underlying factors that re linked to violent crime	Reduced level of violent crime  Reduced crime and anti-social behaviour – Level of crime	18. PCSP will provide input into existing partnerships / bodies / local support structures to provide a strategic response to issues relating to Hate Crime across NMD.	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£2000.00 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer</p>	Transition Yr	£2000.00 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To work across and support existing partnerships and support services for those that specialise in dealing with Hate Crime in the</td> <td>April 2015 – March 2016</td> </tr> </tbody> </table>	Outputs	Date	To work across and support existing partnerships and support services for those that specialise in dealing with Hate Crime in the	April 2015 – March 2016	-PCSP -PSNI -NICEM -CRC -OFMDFM -Good Relations	Between 2011/12 and 2012/13, there was a 33% increase in incidents with a racist	Input and types of support provided by Partners  To monitor the incidents, frequency and types of Hate				
Transition Yr																	
£2000.00 approx																	
Outputs	Date																
To work across and support existing partnerships and support services for those that specialise in dealing with Hate Crime in the	April 2015 – March 2016																

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across NMD	with an emphasis on Hate Crime & Crime with a Domestic Motivation	<p>-Down Diversity Forum -Ethnic Minority Forum in Newry</p> <p><i>(NB* List not exhaustive)</i></p>	<p>-PCSP Members -Key identified partners</p>	<table border="1"> <tr> <td>locality.</td> <td></td> </tr> <tr> <td>To ensure that an agreed strategic approach to dealing with Hate Crime is agreed by all local and regional partners</td> <td>By Oct 2015</td> </tr> </table>	locality.		To ensure that an agreed strategic approach to dealing with Hate Crime is agreed by all local and regional partners	By Oct 2015	<table border="1"> <tr> <td colspan="2"> <p><u>Overarching Outcome</u> To ensure that there is coordinated and multi-agency approach is being deployed in the locality to deal with incidents of Hate Crime across the locality</p> </td> </tr> </table>	<p><u>Overarching Outcome</u> To ensure that there is coordinated and multi-agency approach is being deployed in the locality to deal with incidents of Hate Crime across the locality</p>		Team in Local Council.	<p>motivation in the Newry and Mourne Policing District and a 25% increase in the Down Policing District</p> <p>Between 2011/12 and 2012/13, there was a 33% increase in recorded crime with a homophobic motivation in Newry and Mourne and a 75% in Down.</p> <p>Between 2011/12 and 2012/13, there was a 35% increase in recorded crime with a sectarian motivation in Newry and Mourne and a 23.5% increase in Down.</p>	<p>Crime in the locality.</p> <p>Efficiency and effectiveness of support provided to victims of Hate Crime</p>
locality.														
To ensure that an agreed strategic approach to dealing with Hate Crime is agreed by all local and regional partners	By Oct 2015													
<p><u>Overarching Outcome</u> To ensure that there is coordinated and multi-agency approach is being deployed in the locality to deal with incidents of Hate Crime across the locality</p>														
To highlight and challenge the underlying	<p>Reduced level of violent crime</p> <p>Reduced crime</p>	19. Following from the development of and input into key partnerships, the PCSP will design, develop and	<table border="1"> <tr> <td>Transition Yr</td> </tr> <tr> <td>£1000.00</td> </tr> </table> <p>Action will be</p>	Transition Yr	£1000.00	<table border="1"> <tr> <th>Outputs</th> <th>Date</th> </tr> <tr> <td>To deliver a range of interventions that will</td> <td>April 2015 –</td> </tr> </table>	Outputs	Date	To deliver a range of interventions that will	April 2015 –	<p>-PCSP -PSNI -NICEM -CRC</p>			Input and types of support provided by Partners
Transition Yr														
£1000.00														
Outputs	Date													
To deliver a range of interventions that will	April 2015 –													



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<p>factors that are linked to violent crime across NMD</p>	<p>and anti-social behaviour – Level of crime with an emphasis on Hate Crime &amp; Crime with a Domestic Motivation</p>	<p>deliver a range of initiatives and supporting interventions across the geographic areas of concern. These Hate Crime related initiatives are likely to be led by local agencies and groups that specialise in Hate Crime Interventions and the monitoring of hate crime related incidents .</p>	<p>driven by: -PCSP Officer -PCSP Members -Key identified partners</p>	<table border="1"> <tr> <td>aim to reduce the levels of hate crime in the locality</td> <td>March 2016</td> </tr> </table> <p><u>Overarching Outcome</u> To reduce the incidents of Hate Crime and its manifestation across NMD.</p>	aim to reduce the levels of hate crime in the locality	March 2016	<p>--OFMDFM Good Relations -Diversity &amp; Inclusion Ethnic Minority Centre</p>	<p>To monitor the incidents, frequency and types of Hate Crime in the locality.</p> <p>Efficiency and effectiveness of Hate Crime related interventions and initiatives.</p>							
aim to reduce the levels of hate crime in the locality	March 2016														
<p>To develop interventions aimed at improving road safety and reducing Fatal Road Collisions across NMD</p>	<p>Reduced road deaths and injuries – the number of people killed or seriously injured in road collisions</p> <p>Reduced road deaths and injuries – the number of children and younger people killed or seriously injured in road collisions</p>	<p>20. PCSP will provide input into existing partnerships / bodies / local support structures to provide a strategic response to issues relating to road safety and reducing the amount of fatal road collisions.</p> <p>The Partnership working linked to addressing Road Safety will see the PCSP work with;</p> <p>-PSNI -Fire and Rescue Service -DOE <i>(NB* List not exhaustive)</i></p>	<table border="1"> <tr> <td>Transition Yr</td> <td>£1000 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Key identified partners</p>	Transition Yr	£1000 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To work across and support existing partnerships and support services for those that specialise in dealing with road safety issues</td> <td>April 2015 – March 2016</td> </tr> <tr> <td>To ensure that an agreed strategic approach to dealing with road safety is agreed by all local and regional partners</td> <td>By Oct 2015</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that there is a coordinated and multi-agency approach deployed in the locality to deal with Road Safety and work towards reducing fatal road collisions in the locality</p>	Outputs	Date	To work across and support existing partnerships and support services for those that specialise in dealing with road safety issues	April 2015 – March 2016	To ensure that an agreed strategic approach to dealing with road safety is agreed by all local and regional partners	By Oct 2015	<p>-PCSP -PSNI -Fire and Rescue Service -DOE</p>	<p>There was a 9% increase in the total number of road traffic collision casualties between 2012/13 and 2013/14 in Newry and Mourne and a 3% increase in Down.</p> <p>There was a 43% increase in the total number of child casualties in road traffic collisions in Newry and Mourne.</p>	<p>Input and types of support provided by Partners</p> <p>To monitor the incidents, frequency and types of road safety related incidents in the locality.</p> <p>Monitor amount of fatal road collisions across the new Council area.</p>
Transition Yr	£1000 approx														
Outputs	Date														
To work across and support existing partnerships and support services for those that specialise in dealing with road safety issues	April 2015 – March 2016														
To ensure that an agreed strategic approach to dealing with road safety is agreed by all local and regional partners	By Oct 2015														
<p>To develop interventions aimed at improving road safety</p>	<p>Reduced road deaths and injuries – the number of people killed or</p>	<p>21. To design, develop and support a Driver and Vehicle Road Safety Awareness raising Campaign across NMD.</p>	<table border="1"> <tr> <td>Transition Yr</td> <td>£5,000</td> </tr> </table> <p>Action will be driven by:</p>	Transition Yr	£5,000	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver and implement at least 1 road safety awareness raising</td> <td>Annually</td> </tr> </tbody> </table>	Outputs	Date	To deliver and implement at least 1 road safety awareness raising	Annually	<p>-PCSP -PSNI -Fire and Rescue Service</p>	<p>There was a 9% increase in the total number of road traffic</p>	<p>Input and types of support provided by Partners</p> <p>To monitor the</p>		
Transition Yr	£5,000														
Outputs	Date														
To deliver and implement at least 1 road safety awareness raising	Annually														

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<p>and reducing Fatal Road Collisions across NMD</p>	<p>seriously injured in road collisions</p> <p>Reduced road deaths and injuries – the number of children and younger people killed or seriously injured in road collisions</p>	<p>Following from the development of awareness raising campaign, the PCSP will design, develop and deliver a range of initiatives and supporting interventions aimed at improving driver and pedestrian safety across NMD;</p>	<p>-PCSP Officer -PCSP Members -Key identified partners</p>	<table border="1"> <tr> <td data-bbox="1032 229 1272 300"> <p>campaign that focusses on local road safety issues across NMD.</p> </td> <td data-bbox="1272 229 1384 300"></td> </tr> <tr> <td colspan="2" data-bbox="1032 363 1384 496"> <p><u>Overarching Outcome</u> Improving road safety and reducing fatal road collisions through awareness campaign and deployment of local interventions.</p> </td> </tr> </table>	<p>campaign that focusses on local road safety issues across NMD.</p>		<p><u>Overarching Outcome</u> Improving road safety and reducing fatal road collisions through awareness campaign and deployment of local interventions.</p>		<p>-DOE</p>	<p>collision casualties between 2012/13 and 2013/14 in Newry and Mourne and a 3% increase in Down.</p> <p>There was a 43% increase in the total number of child casualties in road traffic collisions in Newry and Mourne.</p>	<p>incidents, frequency and types of road safety related incidents in the locality.</p> <p>Monitor amount of fatal road collisions across the new Council area.</p>				
<p>campaign that focusses on local road safety issues across NMD.</p>															
<p><u>Overarching Outcome</u> Improving road safety and reducing fatal road collisions through awareness campaign and deployment of local interventions.</p>															
<p>Raising awareness of and informing the local community about how to reduce the risk of being burgled.</p>	<p>Reduced crime and anti-social behaviour – the number of domestic burglaries</p>	<p>22. To design, develop and support an awareness raising campaign linked to preventing Burglary across NMD.</p> <p>Following from the development of awareness raising campaign, the PCSP will design, develop, deliver a range of initiatives and supporting interventions aimed at reducing the levels of Burglary across NMD; including Action point 11 and to support and help implement the Text Alert System that is coordinated by the PSNI</p>	<p>Action will be driven by: -PCSP Officer -PCSP Members -Key identified partners</p>	<table border="1"> <thead> <tr> <th data-bbox="1032 804 1272 831">Outputs</th> <th data-bbox="1272 804 1384 831">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="1032 836 1272 1007"> <p>To deliver and implement at least 1 home safety and burglary related awareness campaign that focusses on local issues and hot spots across NMD.</p> </td> <td data-bbox="1272 836 1384 1007"> <p>Annually</p> </td> </tr> <tr> <td data-bbox="1032 1011 1272 1129"> <p>To deliver a range of flexible interventions based on burglary trends and hot spots in the locality.</p> </td> <td data-bbox="1272 1011 1384 1129"> <p>Ongoing</p> </td> </tr> <tr> <td data-bbox="1032 1134 1272 1203"> <p>To procure and extend some home safety initiatives across NMD</p> </td> <td data-bbox="1272 1134 1384 1203"> <p>By June 2015</p> </td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> Reduced levels of Burglary across NMD</p>	Outputs	Date	<p>To deliver and implement at least 1 home safety and burglary related awareness campaign that focusses on local issues and hot spots across NMD.</p>	<p>Annually</p>	<p>To deliver a range of flexible interventions based on burglary trends and hot spots in the locality.</p>	<p>Ongoing</p>	<p>To procure and extend some home safety initiatives across NMD</p>	<p>By June 2015</p>	<p>-PCSP -PSNI -NHW coordinators</p>	<p>Burglary figures locally are down on previous years (and over 10 year period) – The NMD PCSP need to maintain the annual decrease in figures</p>	<p>To monitor the incidents, frequency and types of Burglary in the locality.</p> <p>To review the efficiency and effectiveness of the initiatives and interventions deployed to tackle burglary in the area.</p>
Outputs	Date														
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<p>To procure and extend some home safety initiatives across NMD</p>	<p>By June 2015</p>														

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<p>Highlight the incidents of rural crime in the locality and develop a range of interventions that aim to reduce its prevalence.</p>	<p>Reduced crime and anti-social behaviour – the number of domestic burglaries</p> <p>Reduced levels of activity and harm caused by individuals or gangs involved in organised crime</p> <p>Enhanced confidence and reassurance to the public through our response to risk and harm</p>	<p>23. To design, develop and support an awareness raising campaign linked to preventing and reducing Rural Crime across NMD.</p> <p>Following from the development of awareness raising campaign, the PCSP will design, develop and deliver a range of initiatives and supporting interventions aimed at reducing the levels of Rural &amp; Agricultural Crime in NMD. Some of the initiatives will include;</p> <ul style="list-style-type: none"> <li>-Continued support for Trailer Marking Scheme</li> <li>-Further development of Farm Watch</li> <li>-To implement the delivery of a revised Guard Cam initiative</li> <li>-PBNI work with rural offenders in rural areas</li> <li>-Map Farm Watch locations and Guardcam recipients to identify gaps.</li> <li>-Undertake in depth engagement particularly in the identified gap areas, to engage rural communities and build a relationship with PSNI.</li> </ul>	<table border="1" data-bbox="813 256 954 328"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£10,000 approx</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified partners</li> </ul>	Transition Yr	£10,000 approx	<table border="1" data-bbox="1030 261 1386 683"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver and implement at least 1 rural crime related awareness campaign that focusses on local issues and hot spots across NMD.</td> <td>Annually</td> </tr> <tr> <td>To deliver a range of flexible interventions based on rural crime trends and hot spots in the locality.</td> <td>Ongoing</td> </tr> <tr> <td>To procure and extend rural crime related initiatives across NMD (i.e. Guard Cam, Trailer Marking, etc.)</td> <td>By June 2015</td> </tr> </tbody> </table> <p><b>Overarching Outcome</b> Reduced levels of Rural Crime across NMD</p>	Outputs	Date	To deliver and implement at least 1 rural crime related awareness campaign that focusses on local issues and hot spots across NMD.	Annually	To deliver a range of flexible interventions based on rural crime trends and hot spots in the locality.	Ongoing	To procure and extend rural crime related initiatives across NMD (i.e. Guard Cam, Trailer Marking, etc.)	By June 2015	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-Farm Watch Partners</li> <li>-GAA</li> <li>-Local Churches</li> <li>-NFU</li> <li>-PBNI</li> </ul>	<p>The NMD area has extensive rural communities. Crime in the rural communities has always been on high on the agenda, and with the merging Councils, its important to deal with and plan for raising awareness and promoting vigilance with Rural Crime across this large geographic area.</p>	<p>To monitor the incidents, frequency and types of Rural Crime in the locality.</p> <p>To review the efficiency and effectiveness of the initiatives and interventions deployed to tackle Rural Crime in the area.</p> <p>Feedback on the Awareness Raising Campaign</p> <p>Types of input and support provided by key partners (including an assessment of its efficiency and effectiveness)</p>
Transition Yr																	
£10,000 approx																	
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<p>Improved Community Safety Services to Vulnerable Groups and a focus on</p>	<p>Improved service to vulnerable groups</p> <p>Enhanced confidence and</p>	<p>24. PCSP will provide input into existing partnerships / bodies / local support structures to provide a strategic response to issues relating to fear of crime across NMD.</p>	<p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified</li> </ul>	<table border="1" data-bbox="1030 1182 1386 1359"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To work across and support existing partnerships and support services for those that specialise in dealing with fear of crime related</td> <td>April 2015 – March 2016</td> </tr> </tbody> </table>	Outputs	Date	To work across and support existing partnerships and support services for those that specialise in dealing with fear of crime related	April 2015 – March 2016	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> </ul>	<p>The NMD area has a large population of older people. fear of crime is particularly</p>	<p>Input and types of support provided by Partners</p> <p>Efficiency and effectiveness of support provided to on</p>						
Outputs	Date																
To work across and support existing partnerships and support services for those that specialise in dealing with fear of crime related	April 2015 – March 2016																

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<p>reducing the fear of crime across NMD</p>	<p>reassurance to the public through our response to risk and harm</p> <p>Continued implementation of the Policing with Community Strategy – High Quality Service</p>		<p>partners</p>	<p>issues in the locality.</p> <table border="1"> <tr> <td>To ensure that an agreed strategic approach to dealing with fear of crime related issues is agreed by all local and regional partners</td> <td>By Oct 2015</td> </tr> </table>	To ensure that an agreed strategic approach to dealing with fear of crime related issues is agreed by all local and regional partners	By Oct 2015			<p>high amongst the older generation in the area, so it is important that the PCSP is seen to prioritise work linked to addressing the fear of crime in the locality.</p>	<p>reducing fear of crime amongst vulnerable groups.</p>							
To ensure that an agreed strategic approach to dealing with fear of crime related issues is agreed by all local and regional partners	By Oct 2015																
<p>Improved Community Safety Services to Vulnerable Groups and a focus on reducing the fear of crime across NMD</p>	<p>Improved service to vulnerable groups</p> <p>Enhanced confidence and reassurance to the public through our response to risk and harm</p> <p>Continued implementation of the Policing with Community Strategy – High Quality Service</p>	<p>25. Following from the development of and input into key partnerships, the PCSP will design, develop a deliver a range of initiatives and supporting interventions across the geographic areas of concern. These initiatives will focus in reducing the fear of crime. Actions have been noted throughout the action plan and can have particular focus on older people and vulnerable people.</p> <p>Also can include:</p> <ul style="list-style-type: none"> <li>-CCTV Camera Scheme</li> <li>-Neighbourhood Watch Scheme's and support to local organisations who deliver the Neighbourhood Watch Initiatives</li> </ul>	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£150,000 (CCTV)</td> </tr> <tr> <td>£5000 – NHW</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Local community organisations</li> <li>-Third Party Contractors</li> <li>-Volunteers linked to local community services</li> </ul>	Transition Yr	£150,000 (CCTV)	£5000 – NHW	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To deliver a range of flexible interventions based on addressing fear of crime trends and hot spots in the locality.</td> <td>Ongoing</td> </tr> <tr> <td>To procure and extend fear of crime related initiatives across NMD (i.e. Good Morning, Neighbourhood Watch, etc.)</td> <td>By June 2015</td> </tr> </tbody> </table>	Outputs	Date	To deliver a range of flexible interventions based on addressing fear of crime trends and hot spots in the locality.	Ongoing	To procure and extend fear of crime related initiatives across NMD (i.e. Good Morning, Neighbourhood Watch, etc.)	By June 2015	<p>-PCSP</p> <p>-PSNI</p>		<p>Efficiency and effectiveness of fear of crime related interventions and initiatives deployed in the locality.</p> <p>To carry out a small independent evaluation with recipients of the services / initiatives and establish the impact that the services have had on their fear of crime levels across the locality.</p>	
Transition Yr																	
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To deliver a range of flexible interventions based on addressing fear of crime trends and hot spots in the locality.	Ongoing																
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		Develop, improve and provide practical and revenue based support for established structures as appropriate such as good morning schemes and neighbourhood watch related initiatives.											
Improved Community Safety Services to Vulnerable Groups and a focus on reducing the fear of crime across NMD	<p>Improved service to vulnerable groups</p> <p>Enhanced confidence and reassurance to the public through our response to risk and harm</p> <p>Continued implementation of the Policing with Community Strategy – High Quality Service</p>	<p>26. NMD PCSP will deliver a range of initiatives linked to the following themes below;</p> <ul style="list-style-type: none"> <li>-Reduce the risk of harm amongst vulnerable persons including looked after children</li> <li>-Children and Young People, particularly males aged 16-24</li> <li>-Older people</li> <li>-People with a Disability</li> <li>-Cyber Bullying</li> </ul> <p>Actions are noted throughout the entire plan.</p>	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£30,000.00 approx (Reaction Fund)</td> </tr> </table> <p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Local community organisations</li> <li>-Third Party Contractors</li> <li>-Volunteers linked to local community services</li> </ul>	Transition Yr	£30,000.00 approx (Reaction Fund)	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>*NB - The outputs have been delivered and presented in other parts of the action plan. To ring-fence a reactionary fund of £30,000 to address emerging and worrying trends</td> <td></td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that vulnerable people across NMD feel safer in their homes as a result of our supported initiatives.</p>	Outputs	Date	*NB - The outputs have been delivered and presented in other parts of the action plan. To ring-fence a reactionary fund of £30,000 to address emerging and worrying trends		-PCSP -PSNI	<p>These specialist areas of action were detailed in the updated NI Policing Plan and the NMD PCSP believe it is important to undertake some targeted promotion and interventions.</p>	<p>Efficiency and effectiveness of Fear of Crime related interventions and initiatives deployed in the locality.</p> <p>To carry out a small independent evaluation with recipients of the services / initiatives and establish the impact that the services have had on their fear of crime levels across the locality.</p>
Transition Yr													
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Outputs	Date												
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Strategic Objective 3 - To support community confidence in policing																
Local Priority	Link to 2014 – 2017 NI Policing Plan Outcomes	Local Action	Inputs – Budget and Personnel	Summary of outputs, outcomes & timescale		Partners	Rationale for Action	Monitoring and Evaluation								
To improve the confidence of local policing across NMD	Improved confidence in local policing  Crime Outcomes – the rate of crime outcomes achieved  Continued implementation of the Policing with Community Strategy – High Quality Service  Continued implementation of the Policing with Community Strategy – Effective Community Engagement  Enhanced confidence and reassurance to the public through our response to risk and harm	27. The Newry Mourne and Down PCSP will coordinate a number of actions aimed at increasing confidence in local policing. Some of these actions and initiatives are detailed below:  - Co-ordination of New District Policing Initiatives - Undertake local community safety and policing consultation - To work through and engage the new District Electoral Area Partnerships – consultation and community planning - Undertake policing themed engagement activities with local communities closely linked to the new developing DEA's. - Development of PCSP Promotional Leaflet - To ensure every household in the new Council area gets information and leaflet drops about the work and priorities of the new PCSP Plan / Strategy.	<table border="1"> <tr> <th>Transition Yr</th> </tr> <tr> <td>£20,000.00 approx</td> </tr> </table> <p>Action will be driven by: -PCSP Officer -PCSP Members -Media Officers in Local Authority and the PSNI -Key identified partners</p>	Transition Yr	£20,000.00 approx	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To increase the community confidence levels of local policing. This can be shown through polls at beginning of transition year and public polls at end of year.</td> <td>Annually</td> </tr> <tr> <td>To engage with as many fora and partnerships as possible to gather information and seek their views on the PCSP transition plan and future 3 year strategy.</td> <td>Ongoing</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To raise the levels of community confidence in local policing and ensure an increase in the reporting of crime to the PSNI</p>		Outputs	Date	To increase the community confidence levels of local policing. This can be shown through polls at beginning of transition year and public polls at end of year.	Annually	To engage with as many fora and partnerships as possible to gather information and seek their views on the PCSP transition plan and future 3 year strategy.	Ongoing	-PCSP -PSNI -Local Council -Marketing Consultants -Community Organisations and Contractors supported through delivery of this plan	These actions are required in order to deliver against a Policing Board Strategic Objective of enhancing community confidence in Local Policing.	To review the Police and PPS statistics on reported crimes in the area, prosecutions and enforcements.  Media coverage about the work of the PCSP and the successes that it has achieved  Independent evaluation on the PCSP's ability to deliver on this strategic objective conducted annually.
				Transition Yr												
£20,000.00 approx																
Outputs	Date															
To increase the community confidence levels of local policing. This can be shown through polls at beginning of transition year and public polls at end of year.	Annually															
To engage with as many fora and partnerships as possible to gather information and seek their views on the PCSP transition plan and future 3 year strategy.	Ongoing															

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		This action links closely to the Communication Strategy detailed in Strategic Objective 1.											
To carry out extensive public consultation and engagement across NMD	Continued implementation of the Policing with Community Strategy – Effective Community Engagement	<p>28. The Newry Mourne and Down PCSP will coordinate a number of actions aimed at engaging widely and consulting with local communities in relation to local policing and community safety issues. Some of these actions and initiatives are detailed below;</p> <ul style="list-style-type: none"> <li>- Feedback from Community Planning Consultation Exercise that is currently ongoing and feeding that into the 3 Year PCSP Strategy</li> <li>- PCSP commit to engaging with the new District Electoral Area Partnerships (7 of across the Council area) – this will facilitate engagement, consultation and raise awareness of localised policing priorities</li> <li>- Targeted support will see the development of a reaction fund which will be administered by the PCSP and some of its partner organisations.</li> </ul> <p>NMD PCSP will develop an agreed consultation plan with local community and other</p>	<p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Key identified partners</li> </ul>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Consultation plan agreed and implemented</td> <td>By Sept of 2015</td> </tr> <tr> <td>Host quarterly public meetings to continue the two way information exchange and review of policing and community safety initiatives</td> <td>Quarterly</td> </tr> </tbody> </table>	Outputs	Date	Consultation plan agreed and implemented	By Sept of 2015	Host quarterly public meetings to continue the two way information exchange and review of policing and community safety initiatives	Quarterly	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-DOJ</li> <li>-Emergency Services</li> <li>-Local Community Organisations</li> <li>-Elected members</li> <li>-Local community safety forums</li> <li>-Other key statutory agencies</li> </ul>	<p>Important to create community ownership through consultation</p> <p>Those working on the ground are most aware of the issues influencing local communities</p>	<p>Number of consultation meetings hosted</p> <p>Number of community representatives attending</p> <p>Content of feedback on the delivery of the PCSP action plan</p> <p>New ideas recorded</p> <p>New ideas implemented and embedded into action plan and the new PCSP Strategy for the period April 2016 – April 2019</p>
				Outputs	Date								
Consultation plan agreed and implemented	By Sept of 2015												
Host quarterly public meetings to continue the two way information exchange and review of policing and community safety initiatives	Quarterly												
Continued implementation of the Policing with Community Strategy – Effective Joint Problem Solving	Continued implementation of the Policing with Community Strategy – Proving Information to the Community	<p><u>Overarching Outcome</u></p> <p>To facilitate the process of the local community / residents influencing and shaping the Local Policing Plan</p> <p>To ensure that the local community feel like they have been empowered and have had an impact on the way their area is policed in future years</p> <p>To ensure that the majority of future policing and community safety initiatives are fully informed by local community consultation</p>											

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		<p>relevant agencies. The consultation plan will be complete by September of 2015 and will focus on hosting quarterly meetings with local consultation sub groups around the following;</p> <ul style="list-style-type: none"> <li>-Communities view of Crime and ASB priorities across the area</li> <li>-Feedback on initiatives that were completed in previous quarter</li> <li>-Ideas and views of what and how they would like to see things policed / managed in the upcoming quarter</li> </ul>											
<p>Working with our partners to monitor the progress of the PCSP and the Policing Plan across NMD.</p>	<p>Maintaining our operational capacity whilst ensuring high standards of leadership, governance and stewardship</p> <p>Continued implementation of the Policing with Community Strategy – Providing Information to the Community</p> <p>Reduced crime and anti-social behaviour – Effective</p>	<p>29. The NMD PCSP will coordinate a number of actions aimed at monitoring the progress of the PCSP Transition Plan and the Local Policing Plan. Some of these actions and initiatives are detailed below;</p> <ul style="list-style-type: none"> <li>- Monitoring performance against the PCSP Plan, the Local Policing Plan and the NI Policing Plan. This can be done through engagement of an Independent Evaluator.</li> <li>- Monitoring training for PCSP members</li> <li>- To ensure that the monitoring activities outlined in the last column of this action plan</li> </ul>	<p>Action will be driven by:</p> <ul style="list-style-type: none"> <li>-PCSP Officer</li> <li>-PCSP Members</li> <li>-Potential independent evaluator</li> </ul>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>To carry out an annual review of progress against the actions outlined in this Transition Plan</td> <td>March 2016</td> </tr> <tr> <td>To carry out an annual review of progress against the Local Policing Plan in the locality.</td> <td>March 2016</td> </tr> </tbody> </table> <p><u>Overarching Outcome</u> To ensure that the actions, plans and priorities of the PCSP and the Local Policing Plan are regularly reviewed for progress against key targets.</p>	Outputs	Date	To carry out an annual review of progress against the actions outlined in this Transition Plan	March 2016	To carry out an annual review of progress against the Local Policing Plan in the locality.	March 2016	<ul style="list-style-type: none"> <li>-PCSP</li> <li>-PSNI</li> <li>-DOJ</li> <li>-Emergency Services</li> <li>-Local Community Organisations</li> <li>-Elected members</li> <li>-Local community safety forums</li> <li>-Other key statutory agencies</li> </ul>	<p>Ongoing monitoring of the Policing Plan and the PCSP Plan is a key requirement of the NI Policing Board , must be addressed in this Transitional Plan.</p>	<p>Independent Evaluation completed</p> <p>Annual Report produced and circulated</p> <p>Statistics and other qualitative analysis of the PCSP and Local Policing Plans key priorities undertaken throughout the year.</p> <p>Key findings from this Monitoring process will help inform the development and adoption of the NMD 3 Year Strategy from April 2016 – April 2019.</p>
Outputs	Date												
To carry out an annual review of progress against the actions outlined in this Transition Plan	March 2016												
To carry out an annual review of progress against the Local Policing Plan in the locality.	March 2016												



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	Partnership Working to Reduce Anti-Social behaviour	- will be carried out throughout the next year - To produce progress and evaluation reports that can be scrutinised by elected members, members of the public and allow them to assess if progress is being made against the PCSP Transition Plan.					
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G113



Department of  
**Health, Social Services  
and Public Safety**  
www.dhsspsni.gov.uk

From: Alastair Campbell  
Deputy Director Secondary Care

Tel: 02890 528374  
Email: alastair.campbell@dhsspsni.gov.uk



Date: 03 March 2015

To: Consultee

**Consultation – DHSSPS: Evaluation of the Individual Funding Request Process (closes 08 May 2015)**

1. The Individual Funding Request (IFR) process is a means to provide access, where there is an agreed clinical need, to unapproved specialist drugs.
2. The Minister for Health, Social Services and Public Safety launched an evaluation of the IFR process on 24 September 2014 following concerns raised by key stakeholders including cancer patients, charities, political representatives and the pharmaceutical industry that the current process could be improved and also to evaluate their calls for the establishment of a cancer drugs fund similar to that in place in England.
3. The evaluation was intended to provide an assessment of the existing IFR process and to make recommendations as to whether it should continue in its current form or if a new process should be considered. The evaluation process has now been completed and the report can be accessed at: <http://www.dhsspsni.gov.uk/evaluationreport.pdf>.
4. The report sets out five recommendations which refer to a range of areas across the health service of Northern Ireland. The next stage, public consultation on the recommendations, commenced on 18 February and will close on 08 May 2015. The Department of Health, Social Services and Public Safety welcomes your comments and views arising from the evaluation and recommendations; the link to the response document is available at: <http://www.dhsspsni.gov.uk/responsetoconsult.pdf>.
5. If you do not have internet access and require a hard copy of the consultation documents in another format please contact: [IFRPC@dhsspsni.gov.uk](mailto:IFRPC@dhsspsni.gov.uk) or telephone Angela White on 02890 528562. Alternatively you can write to *IFR Consultation, DHSSPS, Room 1, Annex 1, Castle Buildings, BT4 3SSQ*.
6. Please note that responses to this consultation will be subject to the Freedom of Information Act 2000 which gives the right of access to the information held by public authorities.

Yours sincerely

<b>Agenda Item:</b>	
<b>Report to:</b>	Active & Healthy Communities Committee
<b>Subject:</b>	Food Standard Agency Grant Funding to District Councils
<b>Date:</b>	20 April 2015
<b>Reporting Officer:</b>	Michael Lipsett
<b>Contact Officer:</b>	John Farrell

### Decisions Required

<b>1.0</b>	<p><b>Purpose &amp; Background</b></p> <p><b>Food Standards Agency Grant Funding to District Councils</b></p> <p>The Food Standards Agency has confirmed the amount of funding that they will be providing to this council to support delivery of your Food Service in 2015-16 and the basis upon which funding will be distributed to district councils in Northern Ireland post Local Government Reform (LGR).</p> <p>They intend to maintain the total amount of grant funding to councils at the same level as in recent years at £1.2m. Of this total we intend to allocate a core of £1m directly to councils with the remaining £0.2m being held by FSA to fund regional liaison and cross-cutting activities to support the priorities for the Food Service in Northern Ireland that have been agreed with CEHOG colleagues.</p> <p>Recognising that delivering regional activities during the first year post LGR transition would be difficult therefore in 2015/16 they intend to allocate the full £1.2m with the intention that the additional £0.2m is used by councils to fund initiatives that will be required to prepare businesses for the introduction of the statutory Food Hygiene Rating Scheme (FHRS), which is planned to come into operation in early 2016/17.</p> <p>From April 2015 the Food Standards Agency will be moving away from the historic approach to allocating funding, which was predominantly based upon the populations of district council areas, to one based on prioritisation of activities linked to food establishments within council areas as identified by the Local Authority Enforcement Monitoring System (LAEMS) returns for the year 2013/14. The LAEMS data used has been adjusted to reflect the movement of food establishments arising from LGR boundary changes.</p> <p>The distribution of the core £1.0m of funding has been apportioned as follows:</p> <p>Total number of food establishments in district council area – 50%</p>
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	<p>Number of manufacturing establishments (food standards) – 20%</p> <p>Number of manufacturing establishments (food hygiene) – 15%</p> <p>Number of establishments approved under EC Reg. No. 853/2004 – 10%</p> <p>Number of importers/exporters – 5%</p> <p>Applying this methodology the core funding to be provided to this council for 2015/16 will be <b>£106,666.53</b> to be paid on a quarterly basis with the first instalment in May 2015. This funding must be used to support the delivery of an effective Food Service in particular to deliver against the priorities agreed with CEHOG colleagues following a strategic planning workshop held in November 2014. In the near future the Food Standards Agency will be developing an outcomes framework with CEHOG colleagues that will be used to measure success in achieving the priorities. This together with the requirements of the Framework Agreement on Local Authority Food Law Enforcement, the Food Law Code of Practice (Northern Ireland) and associated Practice Guidance will be used to assess the performance of our Food Service. The amount payable to each district council will be reviewed on an annual basis in light of establishment profiles determined through LAEMS returns, however, the method of apportionment linked to priorities will not be changed without prior consultation with CEHOG colleagues.</p> <p>The additional funding in 2015/16 to support the introduction of the statutory FHRS has been apportioned based on the number of establishments in each council area within scope of the scheme and the council will receive <b>£17,682.60</b> for this purpose.</p>
<b>2.0</b>	<p><b>Recommendation</b></p> <p>Newry, Mourne and Down District Council accept the Food Standard Agency's food grant proposal</p>
<b>3.0</b>	<p><b>Resource Implications</b></p> <p>None</p>
<b>4.0</b>	<p><b>Appendices</b></p> <p>None</p>