

BALLYMONEY BOROUGH COUNCIL LEISURE & AMENITIES COMMITTEE

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394.20	Community Centres – Lease Arrangements (393.20)	<i>Provide initial grey and blue bin, with the leasee responsible for refuse collection.</i>
394.21	Rasharkin Community Playgroup (390.10)	<i>Agree in Principle, advertise for Select List.</i>

**BALLYMONEY BOROUGH COUNCIL
LEISURE & AMENITIES COMMITTEE**

Minutes of Leisure & Amenities Committee Meeting No 394 held in the McKinley Room, Riada House on Tuesday 17th April 2012 at 6.30pm.

IN THE CHAIR: Alderman F Campbell

PRESENT: **Aldermen**
H Connolly
C Cousley, MBE
B Kennedy

Councillors
J Atkinson
W Blair
R Halliday
R McAfee
T McKeown
E Robinson
I Stevenson

APOLOGIES: Councillor J Finlay

IN ATTENDANCE: Director of Central and Leisure Services [Item 1-7]
Director of Borough Services [Item 8-21]
Chris Davis, Representative, BRIC [Item 1]
Mairead Myles-Davey, Representative, BRIC [Item 1]
Committee Clerk

LEISURE

394.1 PRESENTATION - BUILDING RELATIONSHIPS IN COMMUNITIES (BRIC)

Chair welcomed Chris Davis and Mairead Myles-Davey to the meeting and invited Chris to make her presentation to committee on the work of BRIC within the communities (attached as Appendix A).

Alderman Cousley arrived at the meeting at 6.40pm.
Councillor McKeown arrived at the meeting at 6.43pm.
Councillor Robinson arrived at the meeting at 6.54pm.

Representatives answered member queries and thanked committee for their time.

* **Representatives of BRIC left the meeting at 6.57pm.**

394.2 MINUTES OF MEETING NO 393 – 20TH MARCH 2012

It was proposed by Councillor Atkinson, seconded by Alderman Cousley and **AGREED:**

to recommend that the minutes of Meeting No 393 – 20th March 2012, as circulated, be approved.

394.3 PRESENTATION BY BALLYMONEY SPORTS ADVISORY COMMITTEE

Committee is requested to consider receiving a presentation from the Ballymoney Sports Advisory Committee at its June meeting.

It was proposed by Alderman Kennedy, seconded by Alderman Connolly and **AGREED:**

to recommend that Council invite Ballymoney Sports Advisory Committee to present at its June committee meeting at 6.30pm.

394.4 COMMUNITY SUPPORT GRANTS

The following applications were considered:

- (i) 1st Kilraughts PWG for assistance towards a Health & Fitness Programme.
- (ii) Ullans Speakers Association for assistance towards equipment to record and publicise events.
- (iii) Fuse FM for assistance towards equipment to store Ulster Scots songs and music.
- (iv) Kingdom of Dalriada Ulster Scots for assistance towards a Bagpipe and Drumming tuition programme.
- (v) Ballymoney Ornithological Association for assistance towards its 77th Annual Show.

The above applications satisfy the criteria for funding under the Community Support Grant Scheme.

IT IS RECOMMENDED that the above 5 groups are granted £200.00 each.

It was proposed by Councillor Stevenson, seconded by Alderman Kennedy and **AGREED:**

to recommend that Council grant £200 each to:

- (i) 1st Kilraughts PWG for assistance towards a Health & Fitness Programme;***
- (ii) Ullans Speakers Association for assistance towards equipment to record and publicise events;***
- (iii) Fuse FM for assistance towards equipment to store Ulster Scots songs and music;***
- (iv) Kingdom of Dalriada Ulster Scots for assistance towards a Bagpipe and Drumming tuition programme***
- (v) Ballymoney Ornithological Association for assistance towards its 77th Annual Show.***

* Alderman Kennedy left the meeting at 7.15pm.

394.5 MAYOR'S SHOW- COMMUNITY FLOATS SCHEME

At the annual Mayors Show community groups can enter floats and grants and prizes are awarded. The floats make the parade from the Leisure Centre through the Town visually attractive. There are however Health and Safety Guidelines to be complied with and Council could be at risk if there was non-compliance.

In order to protect the Council it is suggested that Community Floats that are not fully compliant with the Health & Safety requirements are not permitted to take part in the parade and will not receive the grant.

As this is a year of celebrations/anniversaries a Float theme could be introduced for example "So much to remember, so much to celebrate".

Member's comments and suggestions are invited.

* **Alderman Kennedy rejoined the meeting at 7.21pm.**

A discussion ensued among members surrounding the Health and Safety issues that may arise at this type of event.

The Director advised members of the Health and Safety Guidelines that would be issued to each organisation that applied to enter a float. Councillor McKeown suggested that a council officer should meet with the organisations and explain the Guidelines.

It was **AGREED:**

to recommend to Council that where a Community Float does not comply with the Health and Safety Guidelines it would not receive the grant and would not be permitted to participate in the parade.

Members were supportive of the Float theme.

* **Alderman Kennedy left the meeting at 7.51pm.**

394.6 RESEARCH PROJECT ON COMMISSIONING OF VOLUNTARY GENERALIST ADVICE SERVICES

The Director advised that the review of Advice Services in the Causeway Cluster of Council, undertaken by Williamson Consulting is now complete.

A presentation of the consultant's report has been arranged for all the councillors of the four councils on Thursday 10th May 2012, from 4.00 – 5.30pm in The Chamber, Coleraine Town Hall, The Diamond, Coleraine.

A separate letter, inviting all councillors to the presentation was issued on 4th April 2012. Members are requested to reply to Mrs Margaret Edgar, Cultural Services Officer.

394.7 GOOD RELATIONS GRANTS

The following applications for grants were considered:

- (i) Fuse FM for assistance towards Community Ulster Scots Radio Station.
- (ii) Cloughmills Golden Oldies for assistance towards a cultural project, Exploring the History of Derry's Walls.

Both applications satisfy the criteria for funding under the Good Relations Small Grants Scheme.

IT IS RECOMMENDED that Fuse FM is granted £350.00 and that Cloughmills Golden Oldies are granted £320.00.

It was proposed by Councillor Stevenson, seconded by Councillor McAfee and **AGREED:**

to recommend that Council grant (i) Fuse FM £350 for assistance towards Community Ulster Scots Radio Station and (ii) Cloughmills Golden Oldies £320 for assistance towards a cultural project, Exploring the History of Derry's Walls.

- * Director of Central and Leisure Services left the meeting at 7.55pm.
- * Director of Amenities arrived at the meeting at 8.02pm.
- * Councillor McKeown left the meeting at 8.02pm.

AMENITIES

394.8 MATTERS ARISING

8.1 Correspondence Re. St James's Lodge (393.8)

The Director provided an update to members concerning the wayleave request, again setting out the issues to be resolved.

8.2 Bus Shelter at Ballybogey (393.9)

Members were advised by the Director that the necessary investigative work had been initiated.

394.9 PROJECT UPDATE

The Director updated Members regarding the following Amenities projects:

9.1 Cloughmills Bio Park and Riverside Path

He advised, as members were aware, that planning applications had been lodged and streamlined in June 2011 in respect of this project which was to be funded in part by grants from both RDP and the Big Lottery and confirmed that planning approval had now been secured for Phase 1. He intimated that an otter survey had had to be commissioned following a belated request by NIEA to the Planning Service in respect of the Council's Phase 2 application and made members aware as to the deadlines pertaining to the external funding obtained.

9.2 Dervock Community Facilities

The Director advised, that having obtained the necessary planning approval by the deadline set by RDP, work was on-going in respect of the required economic appraisal and also that it would be necessary to negotiate with NI Power in order to deliver the project as envisaged.

9.3 Glebeside Facilities

Members were advised that a formal approach had been made to the NIHE in order to secure the necessary additional land to undertake the scheme proposed and for which planning approval had been sought. He drew attention to a Road Service requirement for car parking which he intimated would add additional cost. The Director responded to member questions including the likely timeline for the project.

IT IS RECOMMENDED that Council advertise for Contractor Select Lists for these projects from which tenders for each will subsequently be invited. (Tendering will be in accordance with the Code of Procedure for Single Stage Selective Tendering).

It was proposed by Councillor Atkinson, seconded by Councillor Stevenson and **AGREED:**

to recommend that Council advertise for Contractor Select Lists for the projects from which tenders for each will subsequently invited.

394.10 MEDIUM PANEL VAN (APRIL 2012)

Following public advertisement inviting tenders for all DBS vehicles to be purchased following the allocation of capital expenditure in the 2012-2013 budget, the 3 no returned tenders for an Amenities medium panel van were opened by the Committee Chair and Director of Borough Services on 5th April 2012. The tender report is to be found a Appendix 1 to this report.

IT IS RECOMMENDED that Council accepts the tender from Donnelly & Taggart, Ballymena, in the sum of £17,615.12 for a Renault Master Van.

It was proposed by Alderman Connolly, seconded by Councillor Atkinson and **AGREED:**

to recommend that Council accept the tender from Donnelly & Taggart, Ballymena, in the sum of £17,615.12 for a Renault Master Van.

394.11 RIVERSIDE PARK, BALLYMONEY

As in previous years the undernoted requests have been received to make use of the Council's Ballymoney Riverside Park -

- 1) Cancer Research UK – Ballymoney Local Committee
Fun Run/Walk – Friday 25th May 2012 from 7.30pm
- 2) Ballymoney Gospel Hall
Open Air Gospel Services (7.00 to 7.30pm) – Friday 8th June 2012 at the 'pond' car park and Monday 11th June 2012 at the Bravallen Road car park.

IT IS RECOMMENDED that Council approves both requests regarding the use of its Riverside Park, Ballymoney.

It was proposed by Councillor Halliday, seconded by Councillor Atkinson and **AGREED:**

to recommend that Council grant the use of Riverside Park to both Cancer Research UK – Ballymoney Local Committee and Ballymoney Gospel Hall.

394.12 BUS SHELTER PROVISION 2012-2013

As members are aware capital provision has been made in the present year to provide additional bus shelters.

Representations have been received regarding the need for a bus shelter at “Tober crossroads” together with the establishment of a bus stop thereat on the approach to Pharis Road coming from the direction of Ballycastle. Roads Service have agreed to provide a footway link as part of the overall scheme.

IT IS RECOMMENDED that Council agree to provide a bus shelter at this location on the Drones Road.

In the discussion which ensued, the Director advised that the representations received as regards “Tober crossroads” were as a result of need based on safety considerations.

Alderman Connolly and the Mayor drew attention to the need for the provision of bus shelters at Drones Road and Kilraughts Road respectively. The Director advised that one of the purposes of this item was to ensure that, now that funds had been made available for 2012-2013, that all requests for the provision of new bus shelters known to members could be discussed and prioritised.

It was proposed by Alderman Connolly, seconded by Councillor Halliday and **AGREED:**

to recommend that Council provide a bus shelter on the Drones Road on the approach to Pharis Road coming from the direction of Ballycastle.

394.13 SHARING OUR SPACE PROJECT – DRUMBOLCAN PARK, RASHARKIN

As its meeting on 5th March 2012 Council agreed to progress with the scheme proposed by Groundwork NI for additional facilities at Drumbolcan Park, Rasharkin.

In that regard Groundwork NI is asking that Council agree to and have signed the project “Partnership Agreement”. This document has been reproduced as Appendix 2 to this report.

IT IS RECOMMENDED that Council agrees to the proposed Partnership Agreement as it relates to the Ballymoney project and authorise the Director of Borough Services to sign the Partnership Agreement on the Council’s behalf.

It was proposed by Councillor Atkinson, seconded by Councillor Halliday and **AGREED:**

to recommend that Council agree to the proposed Partnership Agreement, attached as Appendix B, as it relates to the Ballymoney project and authorise the Director of Borough Services to sign the Partnership Agreement on the Council’s behalf.

394.14 BALLYMONEY CEMETERY MEMORIALS

Applications have been received as undernoted for the erection of memorials in Ballymoney Cemetery.

Section I4 No. 47 & 48
Black Granite Headstone and Base

Section E2 No. 134
All polished granite Headstone and Base

IT IS RECOMMENDED that Council grants permission for the above memorials to be erected in Ballymoney Cemetery, subject to usual requirements.

It was proposed by Councillor Atkinson, seconded by Councillor Robinson and **AGREED:**

to recommend that Council grant permission for the above memorials to be erected in Ballymoney Cemetery, subject to usual requirements.

394.15 MILK CUP 2012

As members are aware 2012 is the 30th anniversary of this prestigious international youth football competition. This year the Council's venues at Riada Playing Fields will be required from Saturday 21st July to Thursday 26th July.

Correspondence has been received on behalf of the County Antrim Milk Cup Organising Committee inviting Council to support financially its endeavour toward the cost of preparing two representative teams to compete at the 2012 Milk Cup.

The Director, in response to member questions, clarified the options both set out in the correspondence received and open to Committee and advised that he would clarify the budgetary provision and report on this at the next meeting.

394.16 PLAY AREAS – POLICY AND PRIORITISATION

It is opportune that Committee would again consider Council policy as regards the provision/maintenance of play areas throughout the Borough and discuss how the necessary refurbishment of certain facilities is to be prioritised and funded. The Director presented options to Committee and responded to member questions. It was agreed, that prior to the matter again being discussed, that members would further consider themselves what the best approach to adopt might be.

* **Councillor Robinson left the meeting at 9.08pm during consideration of the matter.**

394.17 BOROUGH AMENITIES SERVICES PLAN 2012-2013

To meet the Council's corporate objectives of providing quality services that meet local needs, are value for money, the following will be delivered –

- Deliver the current Amenities capital expenditure programme and progress future capital initiatives.
- Contribute to the successful delivery of the 2012 Milk Cup and other Council backed events.
- Monitor the Council's energy consumption and implement energy saving initiatives (subject to funding).
- Complete (from an Amenities perspective) a review of the Council's Asset Register.
- Continue to progress the Borough "Connect2" links and infrastructure.
- Deliver essential building maintenance and ground maintenance and enhancement work.
- Progress access initiatives, including countryside access.
- Continue to work effectively in partnerships for the benefit of all.

* **Councillor Atkinson left the meeting at 9.37pm.**

394.18 ENERGY SUPPLIER

The Director responded to Alderman Campbell's query concerning the arrangements made as regards Amenities.

394.19 COUNTRYSIDE WALKS/TALKS PROGRAMME 2012

Members are informed that the 2012 Countryside Walks Programme has now been drafted and includes eight events. This year four events will be walks and four will be walks/talks celebrating the 2012 Biodiversity Games. The walks will have a minimal charge of £2 per person, £5 family concession and the Biodiversity Walks/Talks will be free of charge.

Countryside Walks:

1. LONG MOUNTAIN RAMBLE, DUNLOY – Thursday 7 June, 7pm -9pm
2. CRAIGS WOOD/BROAD STONE WALK – Wednesday 27 June, 7pm-9pm
3. LIVERY HILL/METAL BRIDGE WALK – Monday 23 July, 7pm-9pm
4. ALTNAHINCH/SLIEVEANORRA HALF-DAY RAMBLE– Saturday 4 August, 11am-4pm

Countryside Walks/Talks:

1. GARDEN RECORDING EVENT, BENVARDEN ESTATE – Saturday 26 May, 2pm-4pm
2. HEDGEROWS GROW WEST, VOW GARVE FARM – Saturday 30 June, 2pm-4pm
3. BIG BUTTERFLY COUNT, RIVERSIDE PARK – Saturday 14 July, 2pm-4pm
4. BATS AND MOTHS, RIVERSIDE PARK – Wednesday 8 August, 7.45pm - 10pm, featuring a Bat Talk in Ballymoney Town Hall at 8pm.

394.20 COMMUNITY CENTRES – LEASE ARRANGEMENTS

The Director advised that it would be necessary to amend the Schedule to the proposed lease which detailed respective responsibilities in order to make provision for the arrangements which ought to pertain in respect of waste collection.

IT IS RECOMMENDED Council provide an initial grey and blue bin at Ballybogey, Balnamore and Stranocum community centres and that those responsible under the lease for the management of the respective buildings be responsible for waste collection.

It was proposed by Alderman Campbell, seconded by Alderman Cousley and **AGREED:**

to recommend that Council provide an initial grey and blue bin at Ballybogey, Balnamore and Stranocum community centres and that

those responsible under the lease for the management of the respective buildings be responsible for waste collection.

394.21 RASHARKIN COMMUNITY PLAYGROUP (390.10)

The Director provided an update to members regarding this business and presented a drawing which set out the work to be undertaken to extend the accommodation occupied by the playgroup at the Council's community centre. The project comprised the following elements – the existing playgroup room would be enlarged by the relocation of the toilets within a new extension which would also provide kitchen facilities and a store and permit access to an outdoor play area. He advised that the proposals had been estimated at a total cost of £65,000 and that the Playgroup organisers were keen that the project proceed.

It was proposed by Councillor Halliday, seconded by Councillor Blair and **AGREED:**

to recommend that Council agree, in principle, to the proposed scheme on the understanding that the Community Playgroup are to be responsible for all project costs and that this scheme be included in the ad to be placed by Council seeking Contractor Select Lists from which tenders will subsequently be invited when funding has been secured.

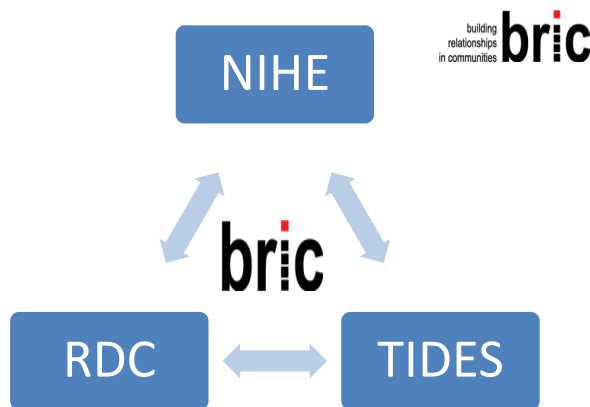
This being all the business the meeting closed at 10.05pm.

Appendix A: BRIC Presentation (previously circulated)

Appendix B: Partnership Agreement (previously circulated)



***“Putting Good Relations
at the Heart of Social Housing”***



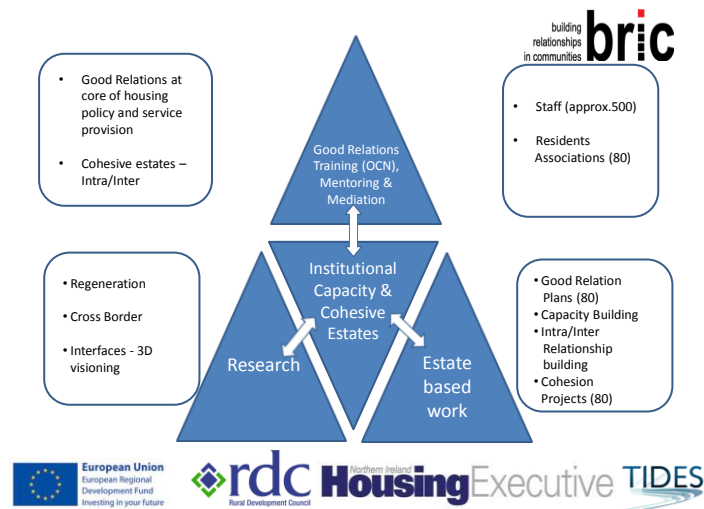
Context



- Housing became deeply segregated particularly in social housing sector. This continues to the present day
- Over 90% of social housing areas remain segregated into single communities (94% in Belfast with 88 Peace Walls).
- The demographics of today's society are also changing, with growing levels of new communities coming into Northern Ireland.
- Despite the reality of physical separation, the majority of people aspire to live in mixed neighbourhoods (80%) but are unaware of how to go about creating a shared atmosphere.

Source – “Mapping Segregation in NI” and “Life & Times” Survey 2008





Estate Selection Criteria



- Successful Completion of NIHE Shared Neighbourhood Programme (bric advocates)
- Constituted Residents Group
- Member of Housing Community Network
- Top 30% MDM including Rural top 30%



Estate based work – the process



- Training (OCN), mentoring and mediation
- Capacity & relationship building
- Good Relations Plan (new or existing)
- Financial Support to realise plan – exclusions e.g. retrospective applications, match funding, on going running costs, capital projects, political/paramilitary activity/publicity
- Collaborative work with all key stakeholders
- Advocacy and mentoring



bric Staff and their roles



Programme Manager - Belfast based

6 Good Relations Officers

Chris Davis
Good Relations Officer (North East Area)
Mobile: 07826866862
Email: christine.davis@nihe.gov.uk

5 Trainers (with mediation experience)

2 Mediators



APPENDIX 2**ANNEX E****PARTNERSHIP AGREEMENT**

This is a suggested template agreement. It must be negotiated between partners and tailored to each project partnership's individual needs.

Agreement for Project Partners Concerning the Partnership**FOR THE IMPLEMENTATION OF THE SHARING OUR SPACE PROJECT**

Within the framework of the Cross-Border Territorial Co-operation Programme for Northern Ireland, the Border Counties of Ireland and Western Scotland 2007-2013, hereafter referred to as the PEACE III Programme.

Between the following partners:

LEAD PARTNER

1. **Groundwork NI**
63-75 Duncairn Gardens
BELFAST
BT15 2GB
Represented by: Richard Rogers
Programme Manager

PROJECT PARTNERS

2. **Fermanagh District Council**
Represented by: Robert Gibson
Director of Leisure Tourism & Arts
3. **Monaghan County Council**
Represented by: Carol Lambe
Office of Community & Enterprise
4. **Belfast City Council**
Represented by: Andrew Hassard
Director of Parks & Leisure
5. **Colin Neighbourhood Partnership**
Represented by: Annie Armstrong
Manager Colin Neighbourhood Partnership
6. **Lisburn City Council**
Represented by: Jim Rose
Director of Leisure Services
7. **Ballymoney Borough Council**
Represented by: John Michael
Director of Borough Services

8. **Down District Council**
 Represented by: Patrick McCluskey
 Sport & Community Services Manager

Article 1: Project Objectives

- 1.1 The project (*Sharing our Space*) conducted based on the Cross-Border Territorial Co-operation Programme for Northern Ireland, the Border Counties of Ireland and Western Scotland 2007-2013, hereafter referred to as Peace III Programme shall contribute to the objectives set out in the Operational Programme.

The overarching project objectives are as follows:

- To create in each locality a 'Sharing Our Space' charter
- To give key community stakeholders an understanding of differing local and international examples of shared space work
- To ensure communities work in partnerships to deliver events that contribute to shared space and longer-term community cohesion
- To develop a programme plan that will actively promote use of venues by minority communities and other groups that currently underuse the site
- To equip participants with the skills to deliver area specific sustainable shared space events within a partnership arrangement

Article 2: Subject of the Partnership Agreement

- 2.1 By the present Partnership Agreement, the Lead Partner and the project partners shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the cross-border partnership set up in order to complete the aforementioned project.
- 2.2 The Partnership Agreement is a secondary document in that it must be read subject to the Letter of Offer and the Standard Conditions of Grant. The content of the Letter of Offer and the Standard Conditions will override anything to the contrary in the Partnership Agreement.
- 2.3 The terms of reference of the project are indicated in the annexes. The annexes comprise:
- The Letter of Offer signed by the Joint Technical Secretariat on behalf of the Managing Authority and co-signed by the Lead Partner dated 5th August 2011.
 - The Project Work Plan with its time schedule and detailed budget included in the finalised Application Form as received by the Joint Technical Secretariat.
 - The Communications Plan

All annexes are an integral part of this Partnership Agreement.

Article 3: Duration of the Agreement

- 3.1 This Partnership Agreement shall take effect on the date on which it is signed by all partners. It shall terminate on the date when the Lead Partner has discharged in full his obligations toward the Managing Authority.
- 3.2 The period in which the Project must be concluded may be altered with express written permission from the Programme. Modifications apply to all Project Partners.

- 3.3 It is not intended to create a formal legal partnership. This 'Partnership Agreement' sets out the manner in which the Lead Partner and the Project Partners intend to co-operate to ensure the delivery of the project.

Article 4: Obligations

- 4.1 The Lead Partner and the Project Partners commit themselves in doing everything in their power to ensure the implementation of the project as defined in article 2.
- 4.2 The Lead Partner shall fulfill all obligations arising from the Letter of Offer and the approved application. In particular the Lead Partner shall fulfill the following obligations.
- The Lead Partner is responsible for the overall co-ordination, management and implementation of the project. The Lead Partner shall be the beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Partnership Agreement. The Lead Partner assumes sole responsibility for the entire project vis-à-vis the Managing Authority.
 - The Lead Partner shall appoint a Project Manager who has operational responsibility for the implementation of the overall project;
 - The Lead Partner will ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Managing Authority. The Lead Partner shall notify the Managing Authority of any factors that may adversely affect implementation of the project activities and/or financial plan;
 - Preparation of a work plan setting out the tasks to be undertaken as part of the project and the role of project partners in their implementation, and a project budget [Note: see comments below, Art. 6 Specific Activities];
 - Preparation and submission of periodic progress reports, interim reports, final reports, follow-up budget documentation, financial declarations, requests for payment, financial reports and application for budget or contract clause alterations;

Any other tasks agreed with the project partners.

- 4.3 Every Project Partner and the Lead Partner (in their function as Project Partner) shall accept the following duties and responsibilities
- Expeditiously carry out the specific activities set out in the project work plan or otherwise agreed;
 - Providing all information and data to the Lead Partner that are required by the latter to coordinate and monitor the implementation of the project and for reporting purposes;
 - Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan.
 - Project partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the Letter of Offer
 - Provide the independent assessors carrying out the programme mid-term and ex-post evaluation any document or information necessary to assist with the evaluation
 - Comply with EU and national legislation

4.4 Specific Activities

The main tasks of *Groundwork NI*, referred to as the 'Lead Partner', are summarised

as follows:

- Overall management & co-ordination of the project
- Management of the project's finances & procurement processes in compliance with EU guidelines
- Submission of all expenditure claims to SEUPB
- Co-ordination of publicity
- Community engagement and the organisation of training and networking activities
- Submission of all required reports to SEUPB
- Project evaluation
- Development of detailed designs & contract documentation for all schemes
- Securing all necessary statutory consents for all schemes
- Contract management for all schemes

The main tasks of the *Project Partners*, referred to as Partner 1, 2, 3, etc, are summarised as follows:

(It should be noted that the following are contingent on Groundwork NI agreeing scheme details with partners prior to site-start and, where relevant, agreeing appropriate management arrangements).

2. Fermanagh District Council

To manage, maintain & insure the multi-use games area at Newtownbutler and to ensure that it remains as a public asset post completion of the Sharing our Space programme.

To participate in a project working group with other stakeholders

To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.

3. Monaghan County Council

To manage, maintain & insure the adventure play area at Castleblayney and to ensure that it remains as a public asset post completion of the Sharing our Space programme.

To participate in a project working group with other stakeholders

To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.

4. Belfast City Council

To maintain & insure the multi-use games area at Westland and to ensure that it remains as a public asset post completion of the Sharing our Space programme.

To work with the Westland community & Groundwork NI to put in place an appropriate management arrangement.

To participate in a project working group with other stakeholders

To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.

5. Colin Neighbourhood Partnership

To manage, maintain & insure the Colin Glen allotments and to ensure that it remains as a public asset post completion of the Sharing our Space programme.

To participate in a project working group with other stakeholders

To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.

6. **Lisburn City Council**
To work with NI Environment Agency, Colin Glen Trust and Groundwork NI to ensure that appropriate arrangements are put in place for the maintenance, insurance and management of the Sharing our Space project before work commences on site.
To participate in a project working group with other stakeholders
To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.
7. **Ballymoney Borough Council**
To manage, maintain & insure the multi-use games area & play facility at Drumbolcan Park, Rasharkin and to ensure that it remains as a public asset post completion of the Sharing our Space programme.
To participate in a project working group with other stakeholders
To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.
8. **Down District Council**
To continue to maintain & insure Lough Park post completion of the Sharing our Space project
To participate in a project working group with other stakeholders
To work in conjunction with Groundwork NI to meet the overarching objectives of the programme.

The Programme Management Plan is appended to the present Partnership Agreement.

Article 8: Budgetary and financial management (eligibility of expenditure), accounting principles

- 8.1 The Lead Partner is responsible for preparing a project budget setting out and estimate of eligible expenditure and funding. The budget shall be denominated in euro or in sterling.
- 8.2 The eligibility of expenditure will be determined based on Commission Regulations and national laws. Eligible expenditure must be: 1) directly related to the subject matter of the project and mentioned therein; 2) necessary for the implementation of the project as long as it is reasonable and consistent with the principles of operational efficiency and economy; 3) actually incurred and are identifiable and verifiable in the accounting and taxation records of the project partner;
- 8.3 Eligible expenditure may include the salaries plus social security charges and other remuneration-related costs of staff assigned to the project, travel and subsistence costs for staff involved in the project's implementation, depreciation costs for equipment (new or used, costs of consumables and supplies, expenditure on subcontracting, and costs deriving directly from the requirements of the Letter of Offer (e.g. evaluation activities, dissemination of information).
- 8.4 The Lead Partner is the sole responsible party to the JTS/MA concerning the realisation of payment claims and financial reports.
- 8.6 The ERDF financial contributions shall be paid into the account of the Lead Partner who shall be responsible for the administrative and financial management of the funds.

- 8.10** The financial, accounting and reporting policy of the Lead Partner shall be based on the rules and regulations determined by the Programme in respect of the Project and in general as interpreted by the Lead Partner. The Lead Partner shall use reasonable endeavours to obtain clarification and/or comfort in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the JTS.

Article 9: Monitoring, Evaluation and Reporting

- 9.1** The Lead Partner is responsible for submitting interim reports to the JTS throughout the lifetime of the project and by the official end date of the project in order for final payment to be received. These reports should provide details of the activities undertaken as part of the project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.

Article 11: Non-fulfillment of Obligations or Delay

- 11.1** All Project Partners are obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the Project.

Article 15: Communication and Publicity

- 15.1** The project partners shall implement jointly the communication and publicity plan towards potential beneficiaries and towards the general public in accordance with the project application and Commission Regulations on information and publicity measures to be carried out by the Member States concerning assistance from the Structural Funds. They shall play an active role in any actions organised to disseminate the results of the project.
- 15.2** Each project partner shall point out in the framework of any public relations measures that the project was implemented through financial assistance from funds of the present Operational Programmes.
- 15.3.** Each Project Partner shall take note of the fact that the results of the project may be made available to the public and they agree that the results of the project shall be available for all interested parties. Furthermore, they commit to playing an active role in any actions organised to capitalise on, disseminate and valorize the results of the project.

Article 16: Disputes between Partners

- 16.1** The Lead Partner and the project partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to occur, the Lead Partner and the project partners shall endeavour to cover the contribution of the withdrawing project partner, either by assuming its tasks or by asking one or more new partners to join the partnership. In case of any disputes among themselves, the project partners are obliged to work towards an amicable settlement. The lead partner may, on its own initiative or upon request of a partner, ask the MA/JTS of the Programme for advice.

Article 17: Amendment of the Agreement

- 17.1** Any modification to the present Partnership Agreement shall form the subject of an additional clause to this contract, which shall be submitted for the approval of the project partners.

Article 18: Intellectual Property Rights

- 18.1** The Lead Partner and the Project Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial rights on teaching material, methodologies and other products of any nature resulting from the project.

Article 19: Legal Succession

- 19.1** In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

Article 20: Nullity

- 20.1** Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void. The fact that one of the parties does not request application of one of the provisions of the agreement does not imply that this party waives such provision.

Article 23: Final Statement

- 23.1** The EC guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Regional Principal Partners.

Article 24: General

- 24.1** Except where this Partnership Agreement expressly states or requires otherwise, this Partnership Agreement shall be governed by the laws of Northern Ireland and shall be subject to the non-exclusive jurisdiction of the Courts of Northern Ireland.
- 24.2** Although the terms of this Partnership Agreement are governed by the laws of Northern Ireland, this does not preclude or limit the obligation of the parties to comply with the laws of Ireland or Scotland in so far as it is necessary to do so to give effect to any term of the Partnership Agreement.

Written in *Belfast* in 8 original copies, on *12th September 2011*

Groundwork NI

Signature: _____

Name: Sylvia Gordon
Position: Director
Date: 12th September 2011

Annexes

- a) Letter of Offer
- b) Project Work Plan
- c) Project Budget Plan
- d) Communication Plan

PROJECT PARTNERS

2. **Fermanagh District Council**
Represented by: Robert Gibson
Director of Leisure Tourism & Arts

Signature: _____

Date: _____

3. **Monaghan County Council**
Represented by: Carol Lambe
Office of Community & Enterprise

Signature: _____

Date: _____

4. **Belfast City Council**
Represented by: Andrew Hassard
Director of Parks & Leisure

Signature: _____

Date: _____

5. **Colin Neighbourhood Partnership**
Represented by: Annie Armstrong
Manager Colin Neighbourhood Partnership

Signature: _____

Date: _____

1. The following is a list of the names of the members of the Council who are present at the meeting. The names of the members who are absent are listed in the Appendix. The names of the members who are present are listed in the Appendix. The names of the members who are absent are listed in the Appendix.

6. **Lisburn City Council**
Represented by: Jim Rose
Director of Leisure Services

Signature: _____

Date: _____

7. **Ballymoney Borough Council**
Represented by: John Michael
Director of Borough Services

Signature: _____

Date: _____

8. **Down District Council**
Represented by: Patrick McCluskey
Sport & Community Services Manager

Signature: _____

Date: _____