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To: Councillor John West, Convener; Councillor Jennifer Stewart, Vice-Convener; Councillors Allan, Kirsty Blackman, Boulton, Collie, Cooney, Cormack, Greig, Laing, Leslie, MacGregor, May, McCaig, Reynolds, Townson, Wisely and Yuill; and Mrs M Abdullah, Mr G Bruce, Mr P Campbell, Mr S Duncan, Mr M Maclean, Mr A Nicoll and Mrs I Wischik.

Town House,
ABERDEEN, 19 March 2012

SPECIAL EDUCATION, CULTURE AND SPORT COMMITTEE

The Members of the **EDUCATION, CULTURE AND SPORT COMMITTEE** are requested to meet in the Council Chamber - Town House on **WEDNESDAY, 28 MARCH 2012 at 1.00 pm.**

JANE G. MACEACHRAN
HEAD OF LEGAL AND DEMOCRATIC SERVICES

BUSINESS

1 *Community Centres - Report to follow (Pages 1 - 6)

Please note that reports marked with an * have implications for agreed Priority Based Budget (PBB) options.

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EDUCATION, CULTURE AND SPORT

23 FEBRUARY, 2012

COMMUNITY CENTRES – ECS/12/010

6. With reference to article 9 of the minute of its previous meeting, the Committee had before it a report by the Director of Education, Culture and Sport presenting a final draft Management Agreement and Lease for all leased Community Centres to implement the budget decision to move all Community Centres to leased centre model status.

Minor errors in the report recommendations were highlighted to the Committee.

The report, taking account of these errors, recommended:-

that the Committee agree –

- (a) agree the proposed Management Agreement and Lease as set out in Appendices B and C to the report, subject to delegating final refinements (including the schedules on janitorial arrangements and community schools) to the Head of Communities, Culture and Sport and the Head of Legal and Democratic Services, in consultation with the Convener and Vice-Convener of the Committee, with these refinements to be completed by 31 March, 2012; and thereafter that the agreements to be rolled out to existing leased community centres and those which are transitioning to a leased model;
- (b) agree that the initial duration of the Management Agreement and Lease be for three or five years;
- (c) agree that until such time as the Management Agreement is signed, those Management Committees which continue to work towards becoming leased, continue to receive a pro rata transition grant equal to the value of the Development Grant, paid on a monthly basis;
- (d) agree that the Council will not require community centres to offer residents a discount on charges as part of the Residents' Discount Scheme;
- (e) agree that the community wings within 3Rs schools will remain within the responsibility of the Council, and the space within these learning centres will be available to the local Learning Partnership to help ensure that the lifelong learning requirements of that community are met, and that the Council continues to be able to meet its statutory requirements; and
- (f) seek further reports on the progress of signing community centres up to the Management Agreement.

Prior to hearing the deputations on this item (article 2 of this minute refers), the Convener intimated his intention to move the following:-

that the Committee –

- (a) note the progress made in discussion with the representatives of community centre Management Committees but recognise that agreement has yet to be reached with them;
- (b) instruct officers, in consultation with the Conveners and Vice-Conveners of the Education Culture and Sport, Finance and Resources and Corporate Policy and Performance Committees, to continue negotiations with community centre representatives and to invite a mutually agreed individual or organisation to act as independent chair/mediator in those negotiations with the objective of reaching agreement no later than 20 March, and in any case to report back on the outcome of these negotiations to a special meeting of this Committee to be held no later than 30 March;
- (c) agree that it is this Committee's policy that any final agreement must include:-
 - (i) that Council staff and Learning Partnerships have no role in agreeing or approving programmes of activities in leased community centres;
 - (ii) no prohibition on community centre committee members or office bearers being employees of that community centre, provided appropriate safeguards are in place;
 - (iii) provision to allow community centres who wish a lease in excess of five years to have such a lease subject to Committee agreement;
- (d) note the position in relations to 3Rs buildings and Torry Youth Centre and instruct officers to discuss with Management Committees and others the best way to deliver community benefit using these buildings and to report back to a future meeting of this Committee on this; and
- (e) otherwise note the report.

The Committee then heard from the deputations:-

(A) Mr. Paul O'Connor

Mr. O'Connor referred to the Management Agreement before the Committee today, and advised that Inchgarth Community Centre would be unable to enter into agreement with the Council on the terms set out therein. He expressed his views on the approach taken by officers in preparing the Management Agreement, an approach with which he disagreed for various reasons, and stated that, in his opinion, the document ought to be much shorter. Mr. O'Connor highlighted the aspects which he wished to see revised, including responsibilities for

repairs and maintenance, and clarity on liability for Management Committee volunteers. Mr. O'Connor acknowledged that a Management Agreement and Lease were both necessary and that certain protocols should be in place and regulated, highlighted the significant contribution which community centres made to the city, and urged the Committee to continue negotiations with centres.

Members of the Committee then asked questions of the deputation. After ten minutes had lapsed:-

Councillor Donnelly, seconded by Councillor Reynolds, moved as a procedural motion:-

that Standing Order 10 be suspended to allow questions to the deputation to exceed ten minutes.

On a division, there voted:- for the procedural motion (4) – Vice-Convener; and Councillors Donnelly, Leslie and Reynolds; against the procedural motion (19) – the Convener; and Councillors Allan, Blackman, Boulton, Cooney, Greig, Laing, McCaig, MacGregor, May, Robertson, Townson, Young and Yuill; and Mrs. M Abdullah, Mr. P Campbell, Mr. M Maclean, Mr. A Nicoll and Mrs. I Wischik.

Councillor Donnelly intimated his dissent to the foregoing decision within the terms of Standing Order 15(6).

The procedural motion having been defeated, the Committee proceeded to hear the next deputation.

(B) Aberdeen Community Learning Centres Forum

Mr. Philip D'Arcy expressed the view that volunteers were being asked to take on additional responsibilities and should not be putting themselves or their families at financial risk; referring to the draft Management Agreement, stated that there were points with which the Forum would be in agreement, but that the sharing of liabilities was its clearly stated aim; offered to provide to the Council copies of all correspondence from the centres to enable their activities to be monitored and support and guidance to be offered, particularly in more complex situations; highlighted specific concerns in relation to janitorial cover; agreed that further negotiations were needed; and specified the Forum's wish for a partnership agreement instead of a Management Agreement.

Members of the Committee then asked questions of the deputation.

(C) Powis Community Centre

Mr. Alex Mess supported the position taken by Management Committee volunteers, this being that the Management Agreement in its current form would not be signed; highlighted the achievements of Powis Community Centre, and appealed to the Committee for amicable agreement to be reached. Reverend Andy Cowie highlighted the contributions of the 28 volunteers at Powis Community Centre, stating that community centres were not businesses and should not be treated as such; expressed a wish on behalf of Powis Community Centre to finalise and agree upon a Management Agreement but not one which placed all control in the hands of the Council and liabilities with Management Committee volunteers; highlighted specific areas within the draft Management Agreement which Powis Community Centre was opposed to; expressed the view that the Agreement as drafted was tying the hands of Management Committees instead of allowing them to continue to do the job they had been doing all these years; highlighted particular concerns as to the proposed liabilities falling on Management Committee volunteers; and urged the Committee to revert back to a much shorter version of the Management Agreement of October, 2011.

Members of the Committee then asked questions of the deputation.

(D) Woodside Community Centre

Mrs. Sylvia Davidson stated that Woodside Community Centre would not sign the Management Agreement in its current form; expressed a willingness to sign a Management Agreement with the Council nonetheless; and explained the valuable role of the Community Centre and the commitment made by volunteers in supporting the community.

Members then asked questions of the deputation.

The Committee then heard the Head of Legal and Democratic Services and the Legal Manager (Commercial and Advice) explain, partly in response to questions from members (1) that Aberdeen City Council could not provide personal liability insurance for Management Committee volunteers; (2) that it would be wholly inappropriate for officers to provide legal advice to the Management Committees of centres, as they were essentially third parties with which the Council was engaged in negotiations; and (3) that if the Council were to enter into a partnership agreement with Management Committees as opposed to a Management Agreement, this would result in a position of joint and several liability on the part of both the Council and individual Management Committee volunteers, although it was for Management Committees to obtain their own legal advice on this position. The Head of Legal and Democratic Services stated that the Management Agreement and Lease were less robust than she would have wished, with some concessions having already been made in the course of negotiations.

The Committee also heard from the Head of Communities, Culture and Sport and the Service Manager (Communities) in response to questions from members. Specific reference was made to (1) the earlier version of the Management Agreement referred to by the deputations, which had been developed in negotiation with Management Committees at meetings chaired by the Convener, with several clauses since amended by officers during the negotiation in the interests of moving forward and in recognition of the requirements of Following the Public Pound, the Protecting Vulnerable Groups Scheme and the Council's Standing Orders; (2) guidelines from the Office of the Scottish Charity Register on becoming registered as a charity; (3) the impact of failing to reach agreement with Management Committees by the end of March, namely significant and potentially unsustainable pressure on existing and reduced staffing structures, the implications of which had not been assessed as officers had been of the view that progress had been made in the negotiations with Management Committees, although it was clear that there was no budget, no resource, and no staff to redeploy into these centres in order to run them; (4) the questionnaire returns from Management Committees, circulated to the Committee, which in a number of instances were in agreement with the proposed terms; (5) the possible role which could be played by 3Rs schools in community learning and development; and (6) the process which would be followed if new volunteers were required to run Management Committees.

The Committee resolved:-

- (i) to note the progress that has been made in discussion with the representatives of community centre management committees but to recognise that agreement had yet to be reached with them;
- (ii) to instruct officers, in consultation with the Conveners and Vice-Conveners of the Education Culture and Sport, Finance and Resources and Corporate Policy and Performance Committees, to continue negotiations with the community centre representatives starting with points of established agreement, including (1) an annual development grant; (2) heat and electric; (3) building asset maintenance; and (4) Council covering fire, safety and health requirements, and to invite a mutually agreed individual or organisation to act as independent chair / mediator in those negotiations with the objective of reaching agreement no later than 20th March and in any case to report back on the outcome of those negotiations to a special meeting of this committee to be held no later than 30th March;
- (iii) to agree that it is this Committee's policy that any final agreement must include:
 - (a) That council staff and learning partnerships have no role in agreeing or approving programmes of activities in leased community centres;

- (b) No prohibition on community centre committee members or office bearers being employees of that community centre, provided appropriate safeguards are in place;
- (c) Provision to allow community centres who wish a lease in excess of five years to have such a lease subject to committee agreement;
- (iv) to note the position in relations to 3Rs buildings and Torry Youth Centre and instructs officers to discuss with management committees and others the best way to deliver community benefit using these buildings and to report back to a future meeting of this committee on this;
- (v) to acknowledge the unique circumstances surrounding the Beacon Centre, and instructs officers to enter into negotiations with Sport Aberdeen to ensure the continuation of community activities within the Beacon Centre; and
- (vi) to instruct officers to report to the appropriate Committee requesting additional finance, if required, for mediation or legal advice for community centres in order for the negotiations referred to at (ii) to take place.