

MIDDLESBROUGH COUNCIL

Report of:	Director of Regeneration Director of Finance
Relevant Executive Member:	Executive Member for Regeneration Executive Member for Finance and Governance
Submitted to:	Executive
Date:	13 November 2024
Title:	Southlands Community Facility and Sporting Hub
Report for:	Decision
Status:	Public
Council Plan priority:	A successful and ambitious town
Key decision:	Yes
Why:	Decision(s) will have a significant impact in two or more wards
Subject to call in?:	Yes
Why:	Non-urgent report and can be called in by the Overview and Scrutiny Board

Proposed decision(s)

It is proposed that the Executive:

- a) notes the business case that outlines how Middlesbrough FC Foundation will manage and finance the site;
- b) approves the principles of the lease agreement set out within the agreed Heads of Terms for the Southlands Community Facility and Sporting Hub, between the Council and Middlesbrough FC Foundation;
- c) notes the passporting of liabilities to the partner organisation and how these will be managed through the lease agreement;
- d) notes the long-term risks and liabilities that could arise, in the event that the partnering organisation ceases to exist; and,
- e) delegates Authority for the Director of Regeneration and the Director of Finance, to approve or amend the lease agreement, in line with the Heads of Terms insofar that such approval or amendments protects the Council's position or enhances the sustainability of the Southlands scheme.

Executive summary

This report seeks Executive approval for Middlesbrough Council to partner with Middlesbrough FC Foundation and provide them with a 25-year lease to manage the new proposed Southlands Community Facility and Sporting Hub.

The report aims to inform Executive of the long-term risks and liabilities associated with the facility and how these will be mitigated through a lease agreement.

The Council could choose to manage the new facilities at the Southlands in house, or through a competitive tender exercise seek an alternative operational management organisation. It is felt that no other external organisation and/or the Council itself could offer the trusted brand, and sustainable management structure that would rival that offered by Middlesbrough FC Foundation.

Middlesbrough FC Foundation proposal presents a huge opportunity for further collaboration between the Council and the Foundation and enable further engagement with the local communities. Currently, the Foundation engages 35,000 people each year, 17,000 of which are through the centre in South Bank which we would expect to be similar to attendances for the completed Southlands facility. Middlesbrough FC Foundation is expected to attract and sustain the required patronage to ensure the sustainability of the site.

Appendix 1(d) contains information in respect of the proposed rent for the lease and Middlesbrough FC Foundation's proposed funding contribution in respect of proposed works to be paid to the Council under the Redacted Heads of Terms at Appendix 1(a). It is considered this information is exempt because it is information relating to the financial or business affairs of the Middlesbrough FC Foundation and the Council under paragraph 3 of Schedule 12 A of the Local Government Act 1972. It is considered this information should not be made public as it could compromise the completion of the lease, ability to set funding contributions to works to be carried out and risk completion of the negotiated proposals.

Appendices 2(a), (b), (c), (d), (e) and (f) contain Middlesbrough FC Foundation's Business Case, pricing policy and timetables. It is considered this information is exempt because it is information relating to the financial or business affairs of the Middlesbrough FC Foundation under paragraph 3 of Schedule 12 A of the Local Government Act 1972. It is considered this information should not be made public as it is Middlesbrough FC Foundation's commercially sensitive data which cannot be disclosed, and any potential disclosure would prevent the scheme from proceeding.

Purpose

1. To seek Executive approval of the Heads of Terms for Middlesbrough Council to enter into a lease agreement with Middlesbrough FC Foundation, who will manage the facility Southlands Community Facility and Sporting HUB once construction is completed. The report will also inform Executive of the long-term risks and liabilities associated with the facility and how these will be mitigated through the lease agreement.

Recommendations

2. It is recommended that the Executive:
 - a) notes the business case that outlines how Middlesbrough FC Foundation will manage and finance the site;
 - b) approves the principles of the lease agreement set out within the agreed Heads of Terms for the Southlands Community Facility and Sporting Hub, between the Council and Middlesbrough FC Foundation;
 - c) notes the passporting of liabilities to the partner organisation and how these will be managed through the lease agreement;
 - d) notes the long-term risks and liabilities that could arise, in the event that the partnering organisation ceases to exist; and,
 - e) delegates Authority for the Director of Regeneration and the Director of Finance, to approve or amend the lease agreement, in line with the Heads of Terms insofar that such approval or amendments protects the Council's position or enhances the sustainability of the Southlands scheme.

Rationale for the recommended decision(s)

3. Following consultation with the local community in 2018 it is clear there is a strong desire for fit-for-purpose community facilities in East Middlesbrough. Particularly, to replace the old and dilapidated Community and Sport Centre which has been subsequently demolished to make way for a new facility.
4. Sport England have previously imposed a condition to the planning application for the current housing development at Marton Avenue site, as the proposals resulted in a net the loss of playing field area. The Southlands site was identified as the location for the re-provision to mitigate this legacy condition.
5. All partners involved in the potential redevelopment of the Southlands site are aware of the need to identify an appropriate delivery timeline which binds all parties to delivery of all aspects of the Southlands project and meets the conditionality of residential development at Marton Avenue – Marton Avenue being a critical aspect for delivering housing growth objectives and the projected income requirements of the Medium-Term Financial Plan (MTFP).
6. The Council is committed in providing quality and safe playing provision which aims to increase the opportunity for the participation in sport and physical activity. The Council acknowledges the positive contribution to quality-of-life sport can bring to individuals.
7. The delivery of a new Community Facility and Sporting Hub at the Southlands site accords with the Council's priorities set out in the Council Plan 2024 to 2027, including:
 - a) a successful and ambitious town;
 - b) safe and resilient communities; and,
 - c) a healthy place.

8. The development of and access to, a new community building is a major priority all local residents and community groups, with the proposed creation of a sporting hub embedded in Middlesbrough Council's adopted Playing Pitch Strategy and local Football Foundation plans.

Background and relevant information

9. Work is ongoing to redevelop the site, providing a new state-of-the-art sporting hub. The Council have secured an approved capital funding commitment of £3.876m for the redevelopment of the Southland site, of which £1.158m is Council Capital funding, £1.442m is from the IGF Fund, and £1.276m from the Towns Fund. £0.363m of the budget has been spent to date.
10. The Council see significant benefits of partnering with an organisation with the appeal and credibility of Middlesbrough FC Foundation, who are keen to commit to an initial 25-year lease to manage the redeveloped site. The Foundation will also contribute funding to assist with the site construction – for specifications above and beyond the base-build specification.
11. By using their years of experience, together with Middlesbrough FC, their mission is firmly established to raise aspirations, help realise individual potential and improve the life chances of people across the Tees Valley.

Middlesbrough FC Foundation Strategic Objective

Working Together	Working together with local and national partners to provide collaborative and sustainable provision across Tees Valley, whilst raising the profile and income for the area.
Make an impact	Ensure all our high-quality activity makes an impact with our community and together with our stakeholders, ensuring we are making a difference, measuring and communicating it.
Deliver high-quality	Deliver high-quality provision across the Foundation and Tees Valley, meeting the needs of our community.
Commitment to the future	Grow the Foundation through developing state-of-the-art facilities and effective processes to drive inclusive, safe and environmentally sustainable provision.
Develop our culture	Create a clear, strong, inclusive culture within the Foundation that people engage in and thrive from to deliver our strategy and quality provision.

The Community

12. The Council have worked closely with a Project Representative Group, made up of local residents and the Ward Councillors, to develop the proposals.
13. The partnership with Middlesbrough FC Foundation will continue this work and will aim to deliver a site which sits at the heart of the community and engages local people.

14. Middlesbrough FC Foundation aims to establish the Southlands as a flagship centre for staff and participants, and the site will offer a chance to create a state-of-the-art facility, to inspire the local communities and people across Teesside.
15. This will be strengthened by the development of a new Community Use Agreement which will accompany the proposed lease agreement.

Proposed Southlands Site Provision

16. Southlands will host a wide range of provision aligned with Middlesbrough FC Foundations strategic themes as well as local consultation and insight:
 - a) Education and Employability through workshops, courses and school visits;
 - b) Health and Wellbeing including mental wellbeing sessions, physical activity circuits and social groups;
 - c) Social Inclusion including free after school football for children and young people, targeted mentoring and adult football which brings the community together;
 - d) Updated, quality facilities which sit at the heart of the community and engage local people; and,
 - e) Middlesbrough FC provision including links to the Women's team, Academy and Middlesbrough Girls.
17. The proposal is to relocate the Foundations headquarters and activities to the Southlands site, presents a huge opportunity for further collaboration between the Council and the Foundation and enable further engagement with the local communities.
18. Currently, the Foundation engages 35,000 people each year, 17,000 of which are through the centre in South Bank which we would expect to be similar to attendances for the new Southlands facility.
19. As a charity, Middlesbrough FC Foundation has access to a variety of grants and funds, including those from the associated charities of the Premier League and EFL to deliver projects which aim to support the following reduction in crime and anti-social behaviour, increase physical activity, improve community cohesion, improve mental wellbeing and increase employability.
20. Alongside the football charities, it is proposed that they will continue to work closely with a number of departments within the Council to deliver a range of provision within education, targeted youth work and employability.

Proposed Facilities and Layout

21. It is proposed new Southlands facility will be built in manageable phases, subject to the available funding.
22. Phase 1 consists of:
 - a) a standalone Community Facility comprising three multi-purpose rooms, a community café, supporting welfare facilities such as changing rooms and offices.

- b) the refurbishment of existing 3g pitch with installation of new floodlighting, shockpads and resurfacing of the carpet;
- c) a new 11v11 natural turf playing pitch;
- d) areas of playing field;
- e) a car park and access road;
- f) a cycleway and pedestrian access route to support sustainability and will promote inclusivity and accessibility for all; and,
- g) new and enhanced security fencing.

23. Phase 1 will have the capacity to accommodate a broad range of public, private and third sector groups, services and activities that will benefit the whole community.

24. The Southlands development has included ancillary facilities which the Council believes play an important role in helping people to become and stay active as well as improving the use and viability of the playing field area for a variety of sports. It is believed the ancillary facilities will enhance the experience for existing users and make use of the playing field a more attractive proposition for potential new users; as well as enhancing site security.

Day to Day Management of Site

25. It is proposed Middlesbrough FC Foundation will become responsible for the day-to-day management of the development.

26. The Community Facility and two playing pitches will be situated behind a security fence. All bookings for meeting rooms, community rooms and use of the playing pitches will be managed by Middlesbrough FC Foundation, and only accessed through the reception of the new community facility.

27. Middlesbrough FC Foundation will also manage the playing field area and will maintain in line with playing field requirements. The playing field will be used to support sporting activity on an ad hoc basis and for more informal sporting activity. This area of the development is proposed to sit outside of the security fencing to enable the area to be used by the general public on a less informal basis and serve also as a public greenspace amenity.

Future Ambitions

28. It is proposed that once the site is open and operational, the Council and Middlesbrough FC Foundation will develop a business case for an additional 3g pitch to the north of the site and funding has been ringfenced to support a future funding bid.

29. Similarly, discussions are underway with Middlesbrough Football Club and Teesside University to support enhancing the grass pitch to allow for further usage, including links to the Middlesbrough FC Women's team, Middlesbrough FC Academy and Middlesbrough Girls.

30. Should demand establish the need for additional natural turf playing pitches in the future, the area to the south of the site could accommodate an 11v11 natural turf pitch.

Lease Agreement with Middlesbrough FC Foundation

31. Heads of Terms have been agreed as the basis of a lease agreement between Middlesbrough Council and Middlesbrough FC Foundation. These terms have been carefully designed to limit Middlesbrough Council's exposure and liability to any ongoing maintenance and operating costs, whilst giving Middlesbrough FC Foundation the necessary security of tenure and longevity, to enable access to third party funding opportunities to expand the provision in future.
32. The Heads of Terms is appended to this report as Appendix 1(a), (b) and (c). The documents contains information in respect of the proposed rent for the lease and the Middlesbrough FC Foundation's proposed funding contribution which has been redacted. This information is considered to be exempt as it is information relating to the financial or business affairs of Middlesbrough FC Foundation and the Council under paragraph 3 of Schedule 12 A of the Local Government Act 1972. It is considered this information should not be made public as it could compromise the completion of the lease, ability to set funding contributions to works to be carried out and risk completion of the negotiated proposals. Redacted information is held within the exempt Appendix 1(d). **(Exempt Appendix 1(d))**.
33. The Heads of Terms include the following critical elements:
- a) **Area to be Demised** – this includes all area known as the Southlands Centre, comprising of 7.0151 hectares;
 - b) **Future development requirements** – including, in partnership with the Council, Middlesbrough FC Foundation will apply to the Football Foundation for funding towards the construction of a new artificial pitch and observe, perform any terms and conditions of any funding agreements with the Football Foundation and indemnify the Council of any breach in funding terms;
 - c) **Funding** – Upon exchange of the lease, Middlesbrough FC Foundation will provide their contribution towards the costs of the works in accordance with Middlesbrough Council plans and specifications – **See Exempt Appendix 1(d) Reference A**;
 - d) **Length of Lease** – The site will be let to Middlesbrough Football Club Foundation by way of an Agreement for Lease, for 25 years following completion of the project.
 - e) **Rent** – **See Exempt Appendix 1(d) Reference B**;
 - f) **Permitted Use** – The property will be used for the provision of football and sports activity throughout the year; for schools and the wider community plus other education, employability, health and wellbeing, social inclusion and associated activities. Middlesbrough FC Foundation will sign up to a Community Use Agreement;
 - g) **Data reporting** – Middlesbrough FC Foundation will be required to provide the Council with an annual report which sets out the number of bookings made in respect to the facilities as well as details of any events/activities which have taken place at the site. This will allow the Council to assess the site is being used effectively and for the intended purpose;
 - h) **Repair & Maintenance** – Middlesbrough FC Foundation will be responsible for repairs which includes all internal and external repairs in relation to the land and buildings. All fixtures and fittings will be the responsibility of Middlesbrough FC Foundation;
 - i) **Alterations** – No alterations will be permitted prior to the consent of the Council;
 - j) **Alienation** – Middlesbrough FC Foundation will not be permitted to assign, sublet, part with or otherwise dispose of the demised area;

- k) **Insurance** – The Council will insure the site, subject to reimbursement of the premium by Middlesbrough FC Foundation. Middlesbrough FC Foundation will be responsible for insuring the contents including their own equipment that is brought onto site to include any artificial playing surfaces which have been installed. The lessee will also maintain employers and public liability insurance of up to individual limits of £10.000m minimum; and,
- l) **Hours of Operation** – The premises will be permitted to operate between the hours of 8.00am and 10.00pm 7 days a week throughout the year.

Council Risks

- 34. The Council have worked closely with Middlesbrough FC Foundation to design the new facilities at the Southlands and from the outset the Council have identified the construction budget.
- 35. Middlesbrough FC Foundation are looking to relocate its headquarters to the site, the need for office space to accommodate their staff has been identified. This falls outside of the scope of the Councils project and therefore identified an initial shortfall in the delivery budget. This shortfall will be bridged by funding sourced by Middlesbrough FC Foundation.
- 36. Middlesbrough FC Foundation have also agreed to fund any alterations to the design of the facility to meet their long term aims for the site, alongside any requirements / opportunities for value engineering cost savings.
- 37. Alongside capital funding from the Council, the budget is also made up of funding from the Towns Fund and the Indigenous Growth Fund. Should any terms and conditions relating to these funding avenues be breached, clawback of the monies could be requested. There is also grant funding linked to the original artificial pitch at the Southlands from the Football Foundation. All of these conditions, plus any linked to future bids to the Football Foundation will be managed by Middlesbrough FC Foundation as per the terms within the lease documentation.
- 38. Appendix 2 (a), (b), (c), (d),(e) and (f) of this report is the business case submitted to the Council from Middlesbrough FC Foundation. The business case outlines how the Middlesbrough FC Foundation will manage and finance the site and includes its pricing policy and timetables. It is considered this information is exempt because it is information relating to the financial or business affairs of the Middlesbrough FC Foundation under paragraph 3 of Schedule 12 A of the Local Government Act 1972. It is considered this information should not be made public as it is Middlesbrough FC Foundation's commercially sensitive data which cannot be disclosed, and any potential disclosure would prevent the scheme from proceeding. **(Exempt Appendix 2(a), (b), (c), (d), (e), (f))**.
- 39. The business case, coupled with the of the Heads of Terms which will be the fundamentals of the lease agreement, looks to minimise the risks for the Council for the next 25 years as a minimum, but doesn't completely remove them should anything happen which means the facility falls back to the Council to manage and maintain.
- 40. In the event that the lease with Middlesbrough FC Foundation were abandoned by either party, the Council would seek to either mothball the site, or will provide a skeleton service until a new operator is found.

41. The identified risks are detailed further within the risk section of this report.

Other potential alternative(s) and why these have not been recommended

42. The Council could choose to manage the new facilities at the Southlands in house, or through a competitive tender exercise seek an alternative operational management organisation.

43. Previous to the approach the Middlesbrough FC Foundation, the Council engaged with a consultant to identify demand for the site. Having received local grassroots club contact information from North Riding County Football Association, consultation took place over a two-month period. Of the clubs identified only three came back with any potential usage, which totalled less than six hours across the full week, meaning the viability of a new facility was in jeopardy.

44. Middlesbrough FC Foundation approached the Council with a proposal to relocate their headquarters and activities to the Southlands, which presents a huge opportunity for further collaboration between the Council and the Foundation and enable further engagement with the local communities. Currently, the Foundation engages 35,000 people each year, 17,000 of which are through the centre in South Bank which we would expect to be similar to attendances for Southlands and is expected attract the required usage to ensure the sustainability of the site.

45. The Foundation are also committed to contributing towards the delivery costs of the new facility. As a charity, the Foundation is also able to apply for a variety of grants and funds, including those from the associated charities of the Premier League and EFL to deliver projects which aim to support the following reduction in crime and anti-social behaviour, increase physical activity, improve community cohesion, improve mental wellbeing and increase employability.

46. It is felt that no other external organisation and/or the Council itself could offer the trusted brand and sustainable management structure that would rival that offered by Middlesbrough FC Foundation.

Impact(s) of the recommended decision(s)

Financial (including procurement and Social Value)

47. A tender exercise commenced on 9th October 2024 and the successful bidder is anticipated to be announced on 30th November 2024.

48. A previous report approved a budget of £3.876m for the Southlands, of which £1.158m is Council Capital funding, £1.442m is from the IGF Fund, and £1.276m from the Towns Fund, of which £0.363m has been spent to date.

49. The terms of the grant funding included within the available budget do not preclude the Council entering into a lease agreement with Middlesbrough FC Foundation.

50. Middlesbrough FC Foundation have requested that additional works are included within the tender, to which they have committed to provide all the funding for these works. This will be stated within the lease agreement which must be signed prior to award of construction contract.
51. Middlesbrough FC Foundation is an established organisation with significant experience in running such facilities as the East Middlesbrough Community Hub.
52. The Heads of Terms, which will be the fundamentals for the lease agreement state that all expenditure in relation to the running of the building, including insurance and all internal and external repairs are the responsibility of MFC Foundation.
53. As part of their business case MFC Foundation have provided details of income which can be achieved from the hiring of the 3G and grass pitches and activities within the hub. The Foundation has also provided an income and expenditure budget for annual years up to and including 2028/29. The budget prudently does not rely upon all of the income being achieved, but still demonstrates that the Foundation can successfully run the hub without any reliance on Council funding.
54. The Council has confidence that Middlesbrough FC Foundation can successfully independently operate the Community Hub. Therefore, the Council considers itself financially safeguarded against any liabilities associated with the operation of the Community Hub.
55. However, in the event of the lease being returned to the Council, estimates have been made with regards to the ongoing annual revenue costs that the Council would incur until such time that a new management organisation is sourced:
- a) £0.040m for mothballing the site with no staff but costs for utilities, business rates and site security; or,
 - b) £0.070m as a minimal provision at the site with skeleton staff and services.
56. It should be noted by Executive that the terms of the lease been outlined mean that the risk and rewards of the contract sit with Middlesbrough FC Foundation. In accounting terms, the value of the asset will not sit in the Councils balance sheet during the period of the lease. This is normal practice, and the asset will revert to the Council at the end of the lease period.

Legal

57. The Council have agreed Head of Terms with Middlesbrough FC Foundation, the basis of which will be used to form the proposed lease terms.
58. In order to proceed to enter into the agreement for lease and subsequent lease with Middlesbrough FC Foundation, a surrender of part is required from the adjoining Unity City Academy, which is part of the Academies Enterprise Trust ("Academy Trust"). The Academy Trust will need DfE consent in order to enter into this surrender of part. At the time of writing, an update from the solicitors acting on behalf of the Academy Trust in respect of their application to the DfE, is awaited. Once the required land is back within the Council's possession, DfE consent will then also be needed to proceed to include the land in the lease

to Middlesbrough FC Foundation, given its immediate previous use as school playing fields. However, The Academies General Disposal and Appropriation Class Consent (No 4) 2023 grants such consent whereby the disposal of playing fields is to a not-for-profit organisation when the following conditions are met:

- a) the terms of the disposal agreement provide that any school or community user group using the playing fields in the 6 months immediately before the transfer may continue to do so for at least 10 years following the date of the disposal, during which time they will have access to the playing fields for at least the same periods and on the same, or more favourable, terms as they did before the disposal; and either;
- b) the constitution of the receiving organisation obliges that organisation to maintain them as playing fields; or,
- c) the terms of the disposal agreement require that organisation to maintain them as playing fields for at least 10 years from the date of disposal; or,
- d) the disposal is to a local authority and the receiving authority has given an undertaking that the playing fields will continue to be used as school/community playing fields for at least 10 years from the date of disposal.

59. Therefore, deed of surrender of part will also include a variation to the Academy Trust’s lease, to allow use of the playing fields being surrendered, during term time.

60. In addition, the lease to Middlesbrough FC Foundation will require them to maintain that land surrendered by the Academy Trust as “playing fields” as defined within s.77 of the School Standards and Framework Act 1988 which is as follows “land in the open air which is provided for the purposes of physical education or recreation, other than any prescribed description of such land”. Given the land to be surrendered by the Academy Trust will form part of the new 11v11 pitch pursuant to phase 1 of the development, with the remainder potentially being utilised for the construction of a new MUGA (subject to availability of funding) this will arguably continue to fall within the required definition of “playing fields”. The applicability of the general consent order means that the DfE only needs to be notified of the disposal, rather than an application being made for consent.

61. In addition to the above, before the agreement for lease is entered into with Middlesbrough FC Foundation, given the land is open space, the advertising requirements contained in s.123(2A) of the Local Government Act 1972 must be complied with. The recent case of R. (on the application of Wilkinson) v Enfield LBC would suggest that an appropriation under s.122 of the Local Government Act 1972 is not required, given the Council’s intention to dispose of the land by way of the lease. Also, in any event it could be argued that proposed permitted use to be included in the lease is consistent with the definition of “open space” contained in section 336 of the Town and Country Planning Act 1990 being “any land laid out as a public garden, or used for the purposes of public recreation, or land which is a disused burial ground”.

Risk

62. The risks have been identified within the table below.

Risk	Owner of Risk	Mitigation
Day to Day Management	Middlesbrough FC Foundation	Middlesbrough FC Foundation have extensive experience in operating similar facilities.

		<p>Currently, the Middlesbrough FC Foundation engages 35,000 people each year, 17,000 of which are through the centre in South Bank which we would expect to be similar to attendances for Southlands.</p>
Operational Cost	Middlesbrough FC Foundation	<p>Middlesbrough FC Foundation have supplied a business case for the Southlands.</p> <p>As a charity, Middlesbrough FC Foundation is able to apply for a variety of grants and funds, including those from the associated charities of the Premier League and EFL to deliver projects which aim to support the following reduction in crime and anti-social behaviour, increase physical activity, improve community cohesion, improve mental wellbeing and increase employability.</p>
Budget is Exceeded	Middlesbrough Council & Middlesbrough FC Foundation	<p>Middlesbrough FC Foundation to fund its own requirements to future proof the facility.</p> <p>If necessary, a value engineering exercise will take place once tenders are received.</p>
Breach of Funding Conditions	Middlesbrough FC Foundation	<p>The lease agreement will ensure Middlesbrough FC Foundation are aware of their funding obligations.</p> <p>Middlesbrough FC Foundation have extensive experience in managing sites and venues with funding from Local Councils and bodies such as the Football Foundation.</p> <p>The Council will be liable for any conditions should the lease fall back to them, but the lease agreements will look to indemnify the Council.</p>
Lease broken and liability falls back to Council	Middlesbrough Council	<p>Middlesbrough Council will regularly monitor the lease agreement with Middlesbrough FC Foundation.</p> <p>Should the lease be terminated at any point, the Council will either manage the site on a tick over basis, or mothball the site.</p> <p><u>Cost Per Annum</u> £0.040m – Tick over basis until alternative £0.070m –mothball the site</p>
Future Bids to the Football Foundation	Middlesbrough FC Foundation & Middlesbrough Council	<p>Any bids for future expansions, for example, a new artificial pitch will be managed by Middlesbrough FC Foundation. Officers at the Council will provide a supporting role and the Council will be a partnering bidder where necessary to support the bids.</p> <p>The Council will be liable for any conditions should the lease fall back to them.</p>

Human Rights, Public Sector Equality Duty and Community Cohesion

63. The attached Impact Assessment, attached as Appendix 3, has concluded that the decisions would not have any disproportionately negative impacts.

Climate Change / Environmental

64. Biodiversity Net Gain is an approach to development. It makes sure that habitats for wildlife are left in a measurably better state than they were before the development.

65. In England, Biodiversity Net Gain is mandatory under Schedule 7A of the Town and Country Planning Act 1990 (as inserted by Schedule 14 of the Environment Act 2021).

66. Developers must deliver a Biodiversity Net Gain of 10%. This means a development will result in more or better-quality natural habitat than there was before development.

67. As part of the Planning Application, a biodiversity assessment was completed on the site and a strategy has been developed to meet these requirements.

68. The construction of the new facility will adhere to all current planning and building control requirements and where possible include new renewable technologies, such as Air Source Heat Pumps and Solar Photovoltaics.

69. The facility will provide cycle storage on site to encourage cycling, bus / coach parking to encourage use of public transport. The building is subject to a Simplified Energy Building Model assessment which assesses the energy performance of the building and the construction will be in line with its recommendations. This includes roof, wall and floor construction, glazing performance, etc. Low energy lighting will be used which are also fitted with Passive Infrared sensors to minimise usage.

70. Where possible, internal fixtures and fittings will look to utilise carbon neutral products.

Children and Young People Cared for by the Authority and Care Leavers

71. The attached Impact Assessment, attached as Appendix 3, has concluded that the decisions would not have any disproportionately negative impacts.

Data Protection

72. A Data Protection Impact Assessment will be carried out prior to contracting with Middlesbrough FC Foundation.

Actions to be taken to implement the recommended decision(s)

Action	Responsible Officer	Deadline
Submit Delegated Authority to Legal Services to initiate the drafting of the Lease.	Angela Cooper	November 2024
Surrender of Land by Academy Trust	Peter Brewer / Ryan Harwood	December 2024

Lease Agreed	Ryan Harwood	March 2025
--------------	--------------	------------

Appendices

1(a)	Heads of Terms (Redacted)
1(b)	Heads of Terms Plan 1
1(c)	Heads of Terms Plan 2
1(d)	Heads of Terms Redacted Information (Exempt from publication)
2(a)	Middlesbrough FC Foundation Business Case (Exempt from publication)
2(b)	Middlesbrough FC Foundation Pricing Policy (Exempt from publication)
2(c)	Middlesbrough FC Foundation Timetable 3g Pitch (Exempt from publication)
2(d)	Middlesbrough FC Foundation Timetable Grass Pitch (Exempt from publication)
2(e)	Middlesbrough FC Foundation Indoor Timetable (Exempt from publication)
2(f)	Middlesbrough FC Foundation Income and Expenditure (Exempt from publication)
3	Impact Assessment

Background papers

Body	Report title	Date
Executive	Withdrawal of Sport and Leisure Service Provision from Southlands Centre	26 th January 2016
Executive Sub Committee for Property	Expressions of Interest for Southlands Centre	15 th June 2016
Executive Sub Committee for Property	Future of Southlands Centre	22 nd March 2017
Executive	Update on Future of Southlands Centre	6 th September 2017
Executive Sub Committee for Property	Update on Southlands Centre	22 nd November 2017
Executive Sub Committee for Property	Southlands Centre – Future Options	20 th April 2018
Executive Sub Committee for Property	Southlands Next Steps	26 th September 2018
Executive Sub Committee for Property	Southlands Future Development	19 th December 2018
Executive Sub Committee for Property	East Middlesbrough – Future Community Facility	20 th February 2019
Executive	Developing a New Community Centre at Southlands	14 th June 2022

Contact: Peter Brewer, Project Officer

Email: peter_brewer@middlesbrough.gov.uk

Appendix 3 - Impact Assessment Level 1: Initial screening assessment

Subject of assessment:	Southlands Community Facility and Sporting Hub			
Coverage:	Crosscutting			
This is a decision relating to:	<input type="checkbox"/> Strategy	<input type="checkbox"/> Policy	<input type="checkbox"/> Service	<input type="checkbox"/> Function
	<input type="checkbox"/> Process/procedure	<input type="checkbox"/> Programme	<input checked="" type="checkbox"/> Project	<input type="checkbox"/> Review
	<input type="checkbox"/> Organisational change	<input type="checkbox"/> Other (please state)		
It is a:	New approach:	<input checked="" type="checkbox"/>	Revision of an existing approach:	<input type="checkbox"/>
It is driven by:	Legislation:	<input type="checkbox"/>	Local or corporate requirements:	<input checked="" type="checkbox"/>

Description:	<p>The Council remain utterly committed to the Southlands site and work is ongoing to redevelop the site, providing a new state-of-the-art sporting hub.</p> <p><u>Vision</u></p> <p>Inspire confidence, inspire hope.</p> <p><u>Mission</u></p> <p>Middlesbrough Council are partnering with Middlesbrough FC Foundation to redevelop the Southlands site. By using their years of experience, together with Middlesbrough FC, we raise aspirations, help realise potential and improve the life chances of people across the Tees Valley.</p> <p><u>Strategic Objectives</u></p> <p>Work together - Working together with local and national partners to provide collaborative and sustainable provision across Tees Valley, whilst raising the profile and income for the area.</p> <p>Make an impact - Ensure all our high-quality activity makes an impact with our community and together with our stakeholders, ensuring we are making a difference, measuring and communicating it.</p> <p>Deliver high-quality - Deliver high-quality provision across the Foundation and Tees Valley, meeting the needs of our community.</p> <p>Commitment to the future - Grow the Foundation through developing state-of-the-art facilities and effective processes to drive inclusive, safe and environmentally sustainable provision.</p> <p>Develop our culture - Create a clear, strong, inclusive culture within the Foundation that people engage in and thrive from to deliver our strategy and quality provision.</p> <p><u>Provision</u></p> <p>Southlands will host a wide range of provision aligned with Middlesbrough FC Foundations strategic themes as well as local consultation and insight:</p> <ul style="list-style-type: none">• Education and Employability through workshops, courses and school visits;• Health and Wellbeing including mental wellbeing sessions, physical activity circuits and social groups;• Social Inclusion including free after school football for children and young people, targeted mentoring and adult football which brings the community together;• Updated, quality facilities which sit at the heart of the community and engage local people; and,• Middlesbrough FC provision including links to the Women’s team, Academy and Middlesbrough Girls.
---------------------	---

	Currently, the Foundation engages 35,000 people each year, 17,000 of which are through the centre in South Bank which we would expect to be similar to attendances for Southlands.
Live date:	November 2025
Lifespan:	25 years minimum
Date of next review:	Not Applicable

Screening questions	Response			Evidence
	No	Yes	Uncertain	
<p>Human Rights</p> <p>Could the decision impact negatively on individual Human Rights as enshrined in UK legislation?*</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>It is considered that the project will not impact negatively on individual human rights as the proposal represents a significant and positive enhancement for the local and wider area.</p> <p>The Council is committed in providing quality and safe playing provision which aims to increase the opportunity for the participation in sport and physical activity. The Council acknowledges the contribution to quality-of-life sport can bring to individuals.</p> <p>The delivery of a new Community Facility and Sporting Hub at the Southlands site accords with the Council's priorities set out in the Strategic Plan 2020-24.</p>
<p>Equality</p> <p>Could the decision result in adverse differential impacts on groups or individuals with characteristics protected in UK equality law? Could the decision impact differently on other commonly disadvantaged groups?*</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>The Council has a duty to consider the impact of the proposed decision on relevant protected characteristics, to ensure it has due regard to the public sector equality duty. Therefore, in the process of taking decisions, the duty requires the Council to have due regard to the need to:</p> <ul style="list-style-type: none"> a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act; b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it, and c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it. <p>It is considered that the proposed project will not have a disproportionate adverse impact on a group, or individuals, because they hold a protected characteristic</p>
<p>Community cohesion</p> <p>Could the decision impact negatively on relationships between different groups, communities of interest or neighbourhoods within the town?*</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>There are no concerns that the proposal could have an adverse impact on community cohesion.</p> <p>The decision to deliver the projects will provide a positive impact on relationships between different groups</p>

* Consult the Impact Assessment further guidance for details on the issues covered by each of these broad questions prior to completion.

Screening questions	Response			Evidence
	No	Yes	Uncertain	
Armed Forces Could the decision impact negatively on those who are currently members of the armed forces of former members in the areas of Council delivered healthcare, compulsory education and housing policies?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are no concerns that the proposal could have an adverse impact on community cohesion. The decision to deliver the projects will provide a positive impact on currently and former members of the armed forces.
Care leavers Could the decision impact negatively on those who are care experienced?*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are no concerns that the proposal could have an adverse impact on community cohesion. The decision to deliver the projects will provide a positive impact on those who are care experienced.
Next steps: ➡ If the answer to all of the above screening questions is No then the process is completed. ➡ If the answer of any of the questions is Yes or Uncertain, then a Level 2 Full Impact Assessment must be completed.				

Assessment completed by:	Peter Brewer	Head of Service:	Sam Gilmore
Date:	28/08/2024	Date:	28/08/2024