

AGENDA ITEM: 5

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| Meeting | Special Cabinet Resources Committee |
| Date | 28 July 2005 |
| Subject | Interim Management of Cophall Stadium |
| Report of | Cabinet Member For Culture, Community Engagement and HR |
| Summary | This report proposes to extend the interim management partnership with Cophall Management Services Limited until March 31 2006 in the first instance. |

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|---------------------------|---|
| Officer Contributors | Andy Hatvani, Acting Leisure Services Manager |
| Status (public or exempt) | Public |
| Wards affected | Mill Hill |
| Enclosures | Appendix A |
| For decision by | Cabinet Resources Committee |
| Function of | Executive |

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1 RECOMMENDATIONS

- 1.1 That, in a variation to the previous decision taken on 4 November 2004, the Council extends the interim management agreement with Copthall Management Services (CMS) Ltd, the holding company of Shaftesbury Barnet Harriers (SBH), to 31 March 2006 in the first instance, to manage and operate the stadium for an annual fee of £120,000 plus RPI with £20,000 per annum being retained by the Council to resurface the track in 2006 and at a future date as part of the conditions of the Community Athletics Refurbishment Programme application.**

2. RELEVANT PREVIOUS DECISIONS

- 2.1 Cabinet 9 September 2002, instructed 1) to immediately grant Hendon Football Club a licence to occupy the stadium with an agreement for a lease 2) to grant Hendon Football Club a 25 year lease at a peppercorn rent to manage Copthall Stadium and use it as their home ground 3) to agree to a disposal of the lease at Claremont Road Stadium.
- 2.2 Cabinet 9 September 2002; agreed to award preferred Partner Status to Greenwich Leisure Ltd (GLL) to manage and operate Leisure Facilities, approval to negotiate and finalise the contract including provision for them to manage and operate the stadium in a holding capacity
- 2.3 Cabinet Resources 20 May 2004, agreed the proposal to grant Shaftesbury Barnet Harriers a temporary management contract to manage the stadium in a holding role until such times as when the new consortium of Hendon Football Club and Shaftesbury Barnet Harriers, through a Youth Sport and Leisure Trust, manage and operate the stadium.
- 2.4 Cabinet Resources 20 May 2004, agreed a management fee of £120,000 per annum be granted on formal establishment of a re-formed Youth Sport and Leisure Trust to manage the stadium and operate a community programme.
- 2.5 Cabinet Resources 20 May 2004 agreed the utilisation of Council Section 106 monies of £97,500 to assist with the match funding element for the refurbishment of the athletics track within the Copthall public open space.
- 2.6 Cabinet Resources 4 November 2004 agreed to proposals to transfer the temporary management contract from Shaftesbury Barnet Harriers(SBH) to its own holding company, Copthall Management Services (CMS) Ltd. It would operate the stadium in a holding role until the intended transfer of Hendon Football Club (HFC) when a consortium of HFC and SBH form a trust to continue the operational management of the stadium.

To amend the winter opening hours of the stadium for the period November 2004 – March 2005 inclusive, taking into consideration demand and efficiency.

3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

- 3.1 This Council is committed to Putting the Community First and by working in partnership and securing capital investment into the Copthall stadium the Leisure Service is supporting two corporate plan targets, to improve the

standard of leisure facilities and to promote healthy lifestyles and participation in healthy activity.

4 RISK MANAGEMENT ISSUES

4.1 These are attached as Appendix A.

5 FINANCIAL, STAFFING, ICT AND PROPERTY IMPLICATIONS

5.1. The current annual holding management fee to CMS Ltd of £120,000 is apportioned on a monthly basis including an annual RPI adjustment. This agreement will be terminated by way of a variation of the contract with CMS Ltd when Hendon Football Club are able to take up residency at the Stadium or alternative arrangements are made.

6 LEGAL ISSUES

6.1 These have been included in the main body of the report.

7 CONSTITUTIONAL POWERS

7.1 Constitution, Part 3, Responsibility for Functions, Section 3, Powers of the Executive, paragraph 3.6 - terms of reference of the Cabinet Resources Committee.

8 BACKGROUND INFORMATION

8.1 Copthall Management Services Ltd has been managing the stadium since January 2005 in a very rewarding partnership with the Council.

8.2 An extensive programme of works has been undertaken to make the facility as safe and as weather proof as possible.

8.3 The Leisure Service recently commissioned Materials Science Consultants Ltd to carry out a complete inspection of the track prior to the beginning of the tendering process to select a contractor to relay the track.

9. LIST OF BACKGROUND PAPERS

9.1 None.

BS: DVP

BT: MG

Appendix A Leisure Service: Future Management and Investment into Cophall Stadium

July 2005

| Ref | Risk | Early Warning Mechanisms / Mitigating Actions | Residual Risk (H, M, L) | | Further action proposed (including timetable and officers responsible) |
|-----|---|---|-------------------------|------------|---|
| | | | Likelihood | Impact | |
| 1 | Strategic - not enabling the partnership arrangement to be extended with the new company. | Proposals contained in main body of report to minimise capital input. | M | M | Leisure Services would be required to manage the facility with few resources until the formation of the new Youth Sports Trust between Hendon Football Club and Shaftesbury Barnet Harriers. Situation to be monitored accordingly by an appropriate Leisure Service officer. |
| 2 | Operational – Lack of any further investment in the stadium infrastructure leading to H & S issues and withdrawal of Community and schools Sports, Athletics and events programme. | Proposals contained in main body of report, to enhance facility provision and continue Community / Schools Sports, and Athletics programmes as well as introduce new capital and joint partnering operation of the Cophall stadium. | M | M | None if report agreed. Situation to be monitored accordingly by an appropriate Leisure Service officer. |
| 3 | Financial Management Fee not used as per agreed to upkeep the Cophall Stadium. Therefore further deterioration of stadium facilities, Health & Safety implications | Include in operating agreement checks by council officers on audit trails of operating fee, including a separate depreciation fund. Include in operating agreement Quarterly checks on maintenance of Stadium facilities by council officers. Checks would also be made by statutory licensing authorities as a condition of license requirements to operate the stadium, for matches, events and athletics meetings. | M M | M M | Leisure Service would be required to manage the facility on a limited budget. None if report agreed. Situation to be monitored accordingly by an appropriate Leisure Service officer. None if report agreed. Situation to be monitored accordingly by an appropriate Leisure Service officer. |