

<b>Meeting</b>	<b>Finance and Investment Committee</b>
<b>Date</b>	<b>17 March 2016</b>
<b>Location</b>	<b>Pacific Quay, Glasgow</b>
<b>Title of Paper</b>	<b>Proposed Lease of Accommodation within Kirkintilloch Police Office</b>
<b>Item Number</b>	<b>5.1</b>
<b>Presented By</b>	<b>Ch Supt Billy Gordon, Head of Physical Resources</b>
<b>For Approval/ For Consultation</b>	<b>For Approval</b>
<b>Appendix Attached:</b>	<b>Yes</b>

**PURPOSE**

To invite members to:

1. Consider and approve the terms of lease of accommodation within Kirkintilloch Police Office to East Dunbartonshire Council.
2. Instruct the Head of Estates and the Interim Head of Legal Services to conclude a lease agreement with East Dunbartonshire Council for office accommodation within Kirkintilloch Police Office.

**This paper is being submitted to the Committee in accordance with Section 9 of the Scheme of Administration.**

**1. BACKGROUND**

- 1.1 Kirkintilloch Police Office was constructed in 1995 and is a two storey building, mainly containing office accommodation with a small former custody area to the rear.
- 1.2 The former custody area within Kirkintilloch Police Office has not been used for some years.
- 1.3 A joint initiative between Police Scotland and East Dunbartonshire Council has been entered into which allows the Local Police Commander to undertake the tactical management of the newly formed Community Protection Team of East Dunbartonshire Council and to share relevant information between the organisations.
- 1.4 The former custody area and some surplus office accommodation within Kirkintilloch Police office has been identified as a location to locate the East Dunbartonshire Council's Community Protection Team. All of the staff to be located at the newly created office accommodation will be

employees of East Dunbartonshire Council. No suitable accommodation was identified within the Council's own property holding.

- 1.5 Discussions with the local Divisional Commander and the Custody Division have taken place which confirms that the former cell area will not be required for custodies and can be made available for this proposal.

## **2. FURTHER DETAIL ON REPORT TOPIC**

- 2.1. As part of the Divisional Asset Management Review, it has been identified that Kirkintilloch Police office is still required as an operational office to serve the community. The proposed lease of the surplus offices and former custody area in the building to East Dunbartonshire Council will meet one of the Strategic Objectives of the Estate Strategy to be Collaborative and work with partners to share resources and take a joint up approach to deliver shared service objectives. The proposal will also see substantial Capital investment from East Dumbartonshire Council in the existing office and will see the creation of office space within currently unused areas of the Police office.
- 2.2. Provisional discussions have taken place Between the Head of Estates and the Corporate Asset Manager of East Dunbartonshire Council to agree outline heads of terms covering any proposed occupation. The heads of terms are detailed in Appendix1.
- 2.3 The main terms of the agreement are.
- 2.4 The accommodation to be let to East Dunbartonshire Council amounts to 273.3 Square metres and is made up of unused office and custody accommodation.
- 2.5 The rental for the area to be used shall be £1 per annum if asked. This proposed charge was arrived at given the limited current commercial value of the accommodation, the significant Capital Investment in the office by the Council and the nature of the collaborative use of the space. It has been agreed that as part of the Divisional Asset Management Plan Review, should the Police wish to occupy Council accommodation and if such space is available, this will be provided on the same rental basis.
- 2.6 The lease shall be for 5 years.
- 2.7 The Council will pay 18.6% of the costs associated with the building. This is based on a pro rata area appointment basis.
- 2.8 Either party will be entitled to break the lease after the third year on giving six months notice.
- 2.9 It is envisaged should the Authority approve the proposal that the refurbishment work will commence in the summer of 2016 and will take approximately 8 weeks to complete. A building warrant for the works has been applied for to ensure these timescales can be met if Police Authority

consent is granted. The works imposed will not impact on the day to day operation of the Police office

### **3. FINANCIAL IMPLICATIONS**

3.1 The Capital cost of the works proposed by East Dunbartonshire Council at Kirkintilloch Police office have been costed in the order of £500,000. This cost will be fully met by East Dunbartonshire Council.

3.2 The current ongoing annual revenue cost for the property (2014/15) amounted to £140,237 (this includes rates, gas electricity, water charges and repairs). Therefore, the proportionate share to be paid by East Dunbartonshire Council will be in the region of £26k.

### **4. PERSONNEL IMPLICATIONS**

4.1 This proposal will enable the East Dunbartonshire Council's Community Protection Team to be based in the Kirkintilloch police office. The team is made up of approximately 40 Council staff.

### **5. LEGAL IMPLICATIONS**

5.1 The Interim Head of Legal Services will be required to conclude a Lease with East Dunbartonshire Council should the Authority agree to agreement.

### **6. REPUTATIONAL IMPLICATIONS**

6.1 This example of Collaborative Working with our public sector partner should be received in a positive reputational light.

### **7. SOCIAL IMPLICATIONS**

7.1 There are no social implications as a consequence of this report.

### **8. COMMUNITY IMPACT**

8.1 The joint initiative based at the office will bring benefit to the local community.

### **9. EQUALITIES IMPLICATIONS**

9.1 There are no equalities implications as a consequence of this report.

### **10. ENVIRONMENTAL IMPLICATIONS**

10.1 While there are no direct environmental implications as a consequence of this report, the maximisation of usage of public sector assets such as this proposal will reduce the overall public sector footprint and CO<sub>2</sub> emissions.

**RECOMMENDATIONS**

Members are requested to:

- 1 Consider and approve the terms of lease of accommodation within Kirkintilloch Police Office to East Dunbartonshire Council.
2. Instruct the Head of Estates and the Interim Head of Legal Services to conclude a lease agreement with East Dunbartonshire Council for office accommodation within Kirkintilloch Police Office.

Appendix 1

Heads of Terms – Kirkintilloch Police Office  
Scottish Police Authority  
East Dunbartonshire Council

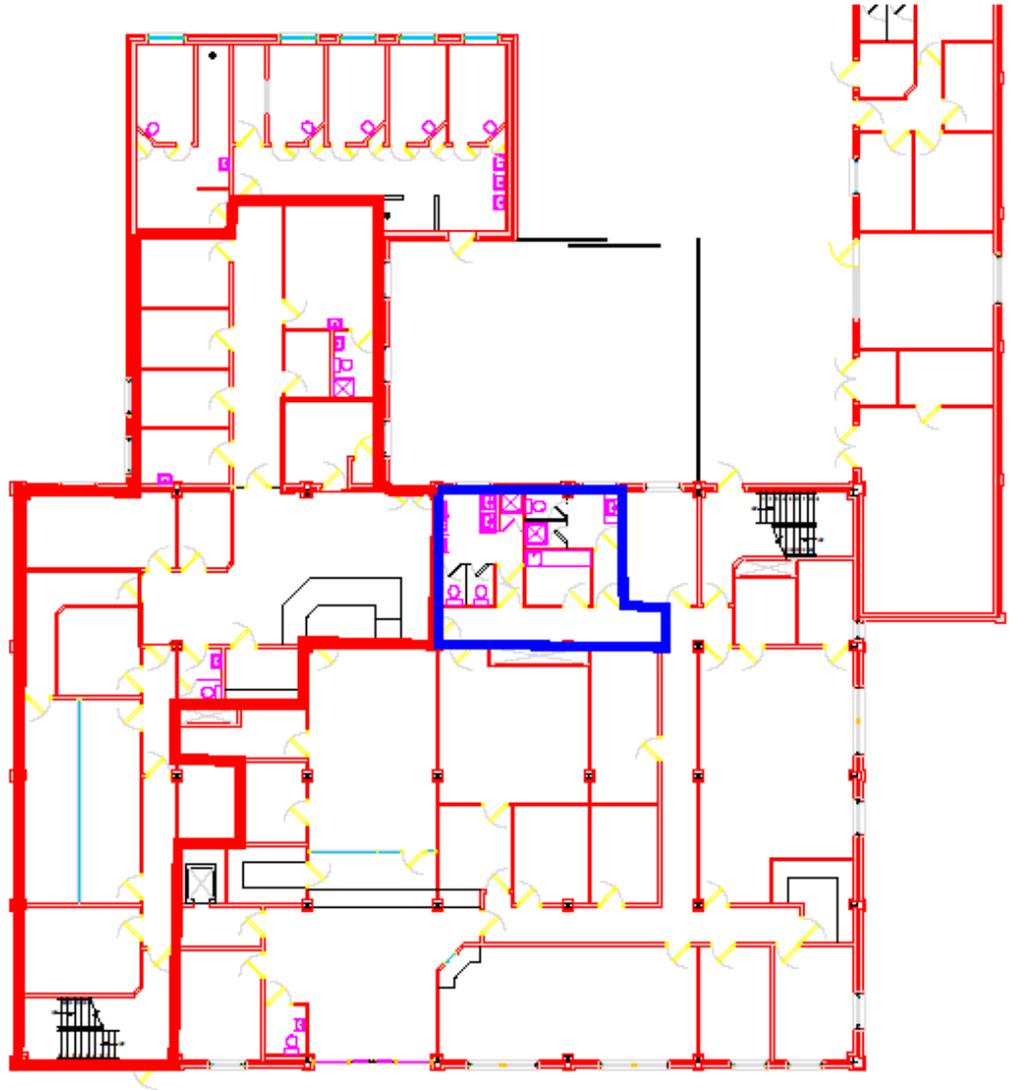
1. Landlord	Scottish Police Authority
2. Tenant	East Dunbartonshire Council
3. Premises	The premises will be located on the ground floor of Kirkintilloch Police Office.
4. Area	The area of the Premises to be occupied by the Tenant is 273.3sqm representing 18.6% of the total gross internal area of Kirkintilloch Police Office. This is shown outlined in Appendix 2.
5. Additional leased areas	The Tenant will be permitted to use one lock up within the yard of Kirkintilloch Police Office, as shown outlined in red on the attached plan.
6. Date of Entry	TBC.
7. Term	The lease will be for a period of 5 years from the Date of Entry.
8. Rent	Rent to be £1 per annum if asked. East Dunbartonshire Council will provide the Scottish Police Authority/ Police Scotland with accommodation on the same basis (this will be narrated in a separate document).
9. Non Domestic Rates	If the premises cannot be separately assessed for Non Domestic Rates, the Tenant will be responsible for 18.6% of the rates payable.
10. Tenant repairs	The Landlord will not be responsible for the repair or maintenance of any items fitted or installed as part of the Tenant's fit out. The Tenant will be responsible for the maintenance and repair of their internal and external fittings.
11. Service charge	The service charge for the premises will comprise services including electricity, gas, and water, cleaning of the common parts, buildings insurance, repairs to the common parts of the building interior and repairs to the exterior of the building The Tenant will pay 18.6% of these charges. The Tenant will provide their own telephone lines and any IT connections.
12. Use	The premises shall be used for the purposes of office facilities in connection with joint

**NOT PROTECTIVELY MARKED**

	initiatives between Police Scotland and East Dunbartonshire Council.
13. Alienation	The Tenant shall not be entitled to assign or sub-lease any part of the premises.
14. Break Option	Either party will have an option to break after 3 years at any point on giving 6 month's prior written notice.
15. Tenant fit out	The Tenant will be responsible for obtaining all necessary planning/building warrant consents and be permitted to fit out the premises as per agreed drawings and a specification provided and approved by the Landlord. The cost of this fit out will be met by the tenant.
16. Dilapidations	At the termination of the lease the Tenant will return the occupied area to the Landlord in a mutually acceptable condition. A photographic record of condition will be taken prior to commencement of works on site. The Tenant will not be required to reinstate.
17. Vetting/Notice	The Firm carrying out the works on behalf of the Tenant and all construction workers employed as part of the fit out will require to be vetted by Police Scotland.
18. Landlord Insurance	The Landlord is a self-insuring government organisation and in the event of damage or destruction of the premises, the Landlord would undertake to make good, where it is deemed necessary and affordable to do so.
19. Tenant Insurance	The Tenant shall insure the premises and if required following any claim pay the settlement figure to the Landlord to reinstate the premises where it is deemed necessary and affordable by the Landlord.
20. Indemnity	The Tenant will indemnify the Landlord of all claims arising from their occupation.
21. Statutory testing	The Landlord will carry out statutory testing of any shared equipment and will recharge the Tenant via the service charge.
22. Office procedures	The Tenant will comply with any general procedures in place for the building. These will include no-smoking policy, fire procedures, etc.
23. Landlord Solicitor	Legal Services Department Police Scotland – details TBC
24. Tenant Solicitor	Jonathan Findlay Solicitor & Notary Public Finance & Shared Services

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25. Authority	The above Heads of Terms require to be formally approved by the Scottish Police Authority.

Appendix 2



Appendix 3

