

SCOTTISH POLICE  
AUTHORITY

Meeting	Finance & Investment Committee – Public Session
Date	9 August 2016
Location	Pacific Quay, Glasgow
Title of Paper	Lease of Accommodation, Linlithgow Partnership Centre, 89-91 High Street, Linlithgow
Item Number	5.3
Presented By	Colette Sherry, Head of Corporate Procurement
Recommendation to Members	For Approval
Appendix Attached:	Appendix 1 - Office Location /Layout Plan of Existing Office and Proposed Office

## PURPOSE

The purpose of this report is:

1. To report on negotiations to lease accommodation at the Linlithgow Partnership Centre on the main terms and conditions detailed in this report and on other terms and conditions to be agreed by the Head of Estates and the Interim Head of Legal Services.
2. To invite members approve the lease and to instruct the Head of Estates and Interim Head of Legal Services to conclude an agreement for the lease of the accommodation on behalf of the Scottish Police Authority.
3. Subject to the relocation to the Linlithgow Partnership Centre to proceed with the disposal of the Police owned offices at A/4 High Street, Linlithgow, and the adjoining office at 2A Court Square, High Street, Linlithgow, plus outbuildings. To report the outcome of this disposal to a future meeting of the SPA for approval.

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

## 1. BACKGROUND

- 1.1 The SPA Finance and Investment Committee, at its meeting on 26 November 2013, agreed to declare A/4 High Street, Linlithgow, and the adjoining office at 2A Court Square, High Street, Linlithgow, surplus to requirements. This was subject to alternative co-located property being identified in the town.
- 1.2 An opportunity to co-locate at premises at 89-91 High Street, Linlithgow, has now been identified. These premises are owned by West Lothian Council and the building is currently being refurbished; once complete the premises will be known as the Linlithgow Partnership Centre. Negotiations to lease suitable accommodation for operational purposes within the Partnership Centre have resulted in provisional heads of terms being agreed as detailed in Section 2.2 of this report. If approved, this will enable the existing police officers and support member of staff to relocate into this shared partnership facility and allow for the disposal of the current Police estate in Linlithgow.

## 2. FURTHER DETAIL ON REPORT TOPIC

- 2.1 The terms and conditions detailed below have been provisionally agreed with West Lothian Council for the lease of ground floor accommodation that extends to 85.2 square metres. This comprises office accommodation, a dedicated public counter facility and a locker room. Common facilities, as part of the lease, will be provided within the Linlithgow Partnership Centre including canteen facilities and toilets. There is also a dedicated secure external store extending to 12 square metres.
- 2.2 The main terms and conditions provisionally agreed are;
- 25 year lease from date of entry of 1 April 2017 (the provisional target date).
  - Rental in year one: £5,489.15, thereafter in years two to five: £9,410 per annum. This represents a five month rent free period at commencement of the lease.
  - 5 yearly rent reviews to market value.
  - 5 yearly break options available to both parties.
  - A service charge will be payable to cover: repairs and maintenance, caretaking, cleaning, insurance, gas, water, electric, sewerage, grounds maintenance and a management

fee. In year one the service charge is estimated to be £5,330.92 (excluding VAT).

- Police Scotland will be liable for business rates on the accommodation occupied and the liability for this is to be determined by the Assessor once the renovations have been completed.
- Police Scotland will have access at all times, with public access being restricted to normal office hours and Saturday morning.
- Two car parking spaces will be designated for Police use.
- West Lothian Council will undertake all repairs to the offices, the cost of which is included in the service charge, with Police Scotland being liable only for internal repairs to the storage area.
- Each party will meet their own legal fees.

### **3. FINANCIAL IMPLICATIONS**

- 3.1 An annual rental of £9,410 will be payable with five months' rent free at commencement of the lease. An annual service charge estimated at £5,330.92 exclusive of VAT will be payable. Police Scotland will also be liable for business rates, the level of which is to be assessed once the renovation is complete.
- 3.2 It is estimated that the total rent and running costs of this new police office will be approximately 40% of the current accommodation running costs for the police buildings in Linlithgow; which were £43,000 in 2015/16. There will be a transitional period where the SPA will own the existing police office, whilst at the same time leasing the new office at the Partnership Centre. Running costs in the table below at 3.5 have been calculated based on the assumption that it will take a period of one year from vacation, for the existing office to be sold. This allows for marketing and assumes that the offer will likely reflect the need to obtain a change of planning consent from the existing police office use. Running costs in that year for the existing police office will reduce, which reflects reductions in rates, cleaning and utility costs over this period. Every effort will be made to minimise the period until the existing office is sold.
- 3.3 As part of the lease agreement West Lothian Council will provide office furniture and police will relocate such moveable items as lockers from the current office. The one off cost of relocating the ICT line will cost c£5,000.

- 3.4 The relocation to this office will enable the existing police property in Linlithgow to be sold which will generate a significant Capital Receipt.
- 3.5 A summary of the financial saving as a consequence of this proposal is as detailed below:

<b>FINANCIAL SUMMARY</b>			
	<b>Revenue (Year 0 – 1)</b>	<b>Revenue (After Year 1)</b>	<b>Capital</b>
<b>Existing Office</b>	<b>£17,000 (Reduced from £43,000)</b>	<b>£0</b>	<b>TBC</b>
<b>Proposed Office</b>	<b>£22,000</b>	<b>£22,000</b>	<b>N/A</b>
<b>Net. (Saving/Receipt)</b>	<b>£4,000</b>	<b>£21,000</b>	<b>TBC</b>

#### **4. PERSONNEL IMPLICATIONS**

- 4.1 Staff will be consulted with as part of this relocation. However, given the proximity of the Partnership Centre to the existing police premises no concerns are anticipated.

#### **5. LEGAL IMPLICATIONS**

- 5.1 Police Scotland Legal Services will be required to conclude the lease on behalf of the Scottish Police Authority.

#### **6. REPUTATIONAL IMPLICATIONS**

- 6.1 There are no reputational implications as a result of this report. The overall proposal will result in police resources being relocated to a new partnership facility within the local community. Therefore, there will be no change to service delivery within the local community and the proposal will provide opportunities for the local community to engage with local agencies and services from the one location.

#### **7. SOCIAL IMPLICATIONS**

- 7.1 There are no social implications, given that the proposed relocation will have no impact on how policing is currently delivered within the local community.

## 8. COMMUNITY IMPACT

- 8.1 The views of communities, partners and staff have been obtained in line with the agreed Communications and Engagement Strategy. This was undertaken by the local Area Commander and included contact with local elected members, the local authority and the local Community Council. Noting the fact that the proposal will maintain current service delivery, no concerns were raised regarding the proposal to declare the office as surplus and to seek re-location in the Partnership Centre. Indeed, the relocation to the Partnership Centre will maximise the opportunities for the local community to engage with local agencies and services at the one location.

## 9. EQUALITY IMPLICATIONS

- 9.1 There are no equality implications as a result of this report.

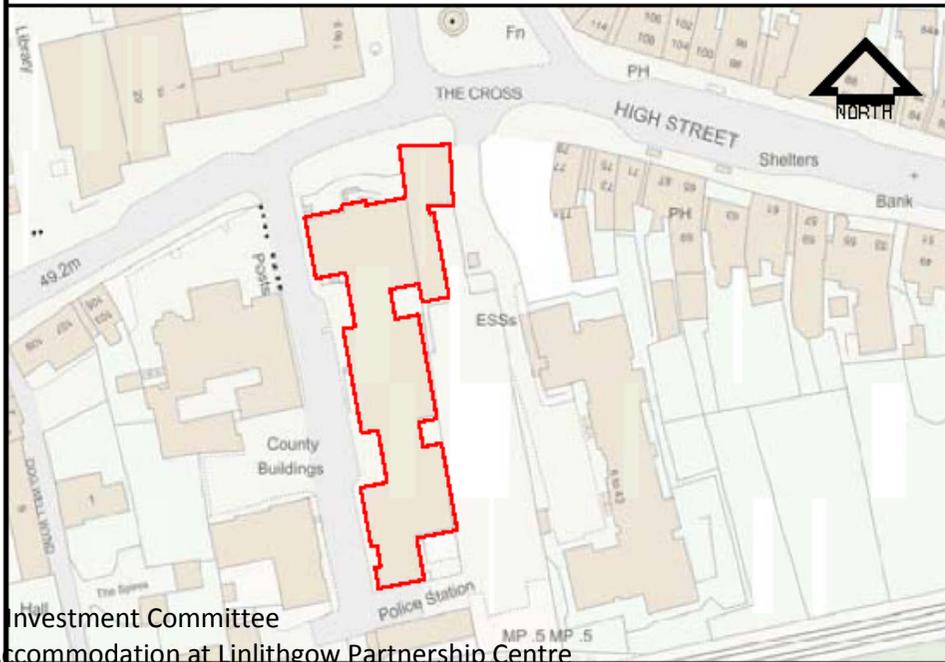
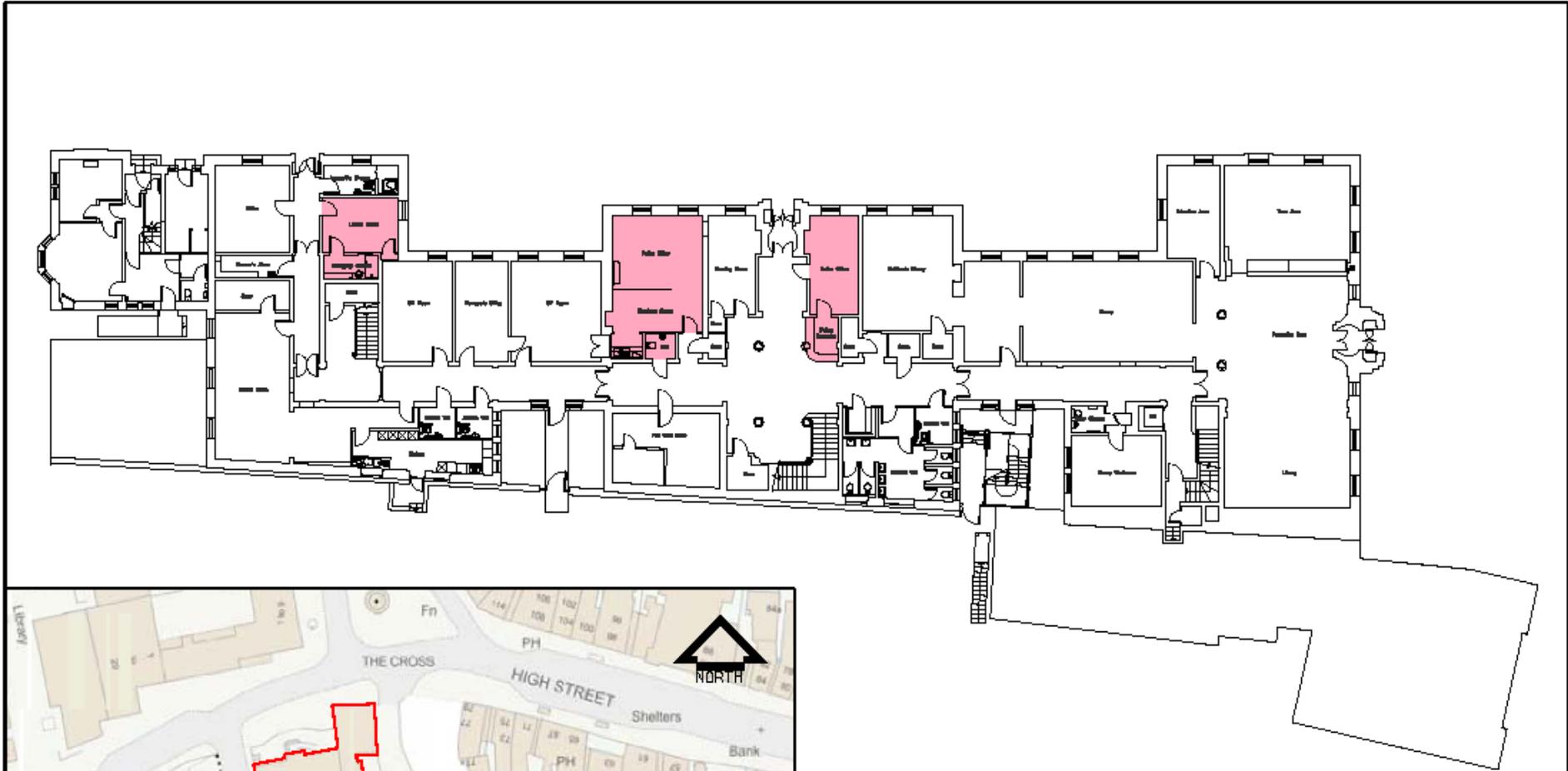
## 10. ENVIRONMENTAL IMPLICATIONS

- 10.1 The approval of the lease will result in the carbon emission footprint of the estate being reduced.

## RECOMMENDATIONS

Members are invited to:

1. Approve the main terms and conditions detailed in this report of the lease of accommodation at the Linlithgow Partnership Centre and on other terms and conditions to be agreed by the Head of Estates and the Interim Head of Legal Services.
2. To instruct the Head of Estates and Interim Head of Legal Services to conclude an agreement for the lease of the accommodation on behalf of the Scottish Police Authority.
3. Subject to the relocation to the Linlithgow Partnership Centre, to proceed with the disposal of the Police owned offices at A/4 High Street, Linlithgow, and the adjoining office at 2A Court Square, High Street, Linlithgow, plus outbuildings. To report the outcome of this disposal to a future meeting of the SPA for approval



<b>• EDINBURGH •</b> THE CITY OF EDINBURGH COUNCIL	
PROPERTY AND FACILITIES MANAGEMENT RESOURCES	
Linlithgow Partnership Centre County Buildings High Street Linlithgow	
DATE	06/07/2016
SURVEYED BY	
DRAWN BY	F McDonald
FILE NO.	
NEG. NO.	NT 0077/A3/1688

Finance & Investment Committee  
 Lease of Accommodation at Linlithgow Partnership Centre  
 9 August 2016

LOCATION PLAN

NOT TO SCALE

SITE PLAN

SCALE 1:250