

Title of Report:		Planning Portal SLA				
Committee Report Submitted To:		Planning Committee				
Date of Meeting:		26 March 2025				
For Decision or For Information		For Decision				
To be discussed Committee YES/		No				
Linkage to Counc	il Str	ategy (2021-25)				
Strategic Theme	Impr	ovement and Innov	ation			
Outcome		ncil maintains its performance as the most efficient of NI's I authorities				
Lead Officer Head of Planning						
Estimated Timeso	cale fo	or Completion	-			
Date to be Completed			Review	Review every 3 years		
Budgetary Consid	derati	ons	-			
Cost of Proposal			Additional £7,425			
Included in Current Year Estimates			No			
Capital/Revenue			Revenue			
Code			5301 62399			
Staffing Costs		N/A				
Legal Considerati	ons		-			
Input of Legal Serv	Required	quired NO				
Legal Opinion Obtained		NO				
Screening Requirements	Requ Propo		Policies, P	lans, Strategies or Service Delivery		
Section 75 Screening	Scre	ening Completed:	N/A	Date:		
		A Required and pleted:	N/A	Date:		
Rural NeedsScrAssessment(RNA)RN		ening Completed	N/A	Date:		
		Required and pleted:	N/A	Date:		
Data Protection Impact		ening Completed:	N/A	Date:		
Assessment DPI/		A Required and pleted:	N/A	Date:		

#### FOR DECISION

#### 1.0 Purpose

**1.1** This Report is to seek members agreement to the update Planning Portal SLA between the ICF and Planning Authorities.

#### 2.0 Details

- 2.1 In January 2022, the Planning Portal Governance Board agreed the Service Level Agreement (SLA) between the Intelligent Client Function (ICF) and 11 partner Planning Authorities. The ICF manages the contract for the NI Planning Portal as a shared regional service operated by Belfast City Council.
- **2.2** The SLA is required to be reviewed after 3 years and the ICF is currently consulting on a revised SLA. The ICF met with the Heads of Planning on 20<sup>th</sup> February to present the proposed changes and discuss feedback from councils.
- **2.3** The proposed revised SLA is largely similar to the original SLA. The principal changes include:
  - Update of the % contribution by each council to the revenue costs.
  - Further detail around governance structures and stakeholder responsibilities.
  - Clarification of the ICF's Second Line Service Desk role (role not envisaged in the original SLA), including performance metrics around service delivery.
  - Requirement for the ICF to develop a contract Exit Strategy (if triggered).
  - Additional role for the ICF in promoting best practice use of the NI Planning Portal to partner Planning Authorities and stakeholders.
- **2.4** The principal changes to the SLA relate to the review of the % contribution by each council to the revenue costs and further detail around governance arrangements.

#### Updated distribution of revenue costs amongst the 10 councils

**2.5** In April 2019, SoLACE and the Planning Portal Governance Board agreed that the capital costs of the project will be split equally between the 11 partner Planning Authorities but that the revenue costs will be shared between the between Central and Local Government on a 61:39 split (i.e. the Department for Infrastructure contributing 61% of capital costs and councils 39%). This division of the capital and revenue costs formed part of the Business Case for the project and is not changing.

- **2.6** Councils' division of the 39% revenue costs was calculated according to fee income by each council over the previous four years. This methodology is not proposed to change but the figures are proposed to be updated as part of the review of the SLA, based on fee income by each council over the previous four years (i.e. 2020/21, 2021/22, 2022/23 and 2023/24).
- **2.7** The proposed revised contribution for this council is 10.4% of total costs equating to £73,913 per annum; an increase of £7,425 per annum.

#### **Governance arrangements**

- 2.8 The revised SLA proposes retention of the existing Governance arrangements. To recap, the ICF is overseen by a Service Management Board (SMB). Membership of the SMB comprises the Head of Planning at Belfast City Council (chair), Heads of Planning (or their representatives) from two other councils (but not Belfast), and Head of Planning (or their representative) from the Department. The SMB meets monthly and oversees supplier performance, enhancements, roadmap development of the system, finance, risk management and stakeholder engagement.
- **2.9** Any issues that require escalation are directed to SoLACE and the Department for Infrastructure Permanent Secretary.
- **2.10** No changes are proposed to this governance model, although further detail is proposed to be added such as the requirement for the ICF to provide an annual operational report to SoLACE and Department (in addition to the current annual financial report).
- **2.11** The ICF is also consulting the Department on the proposed revised SLA.

#### 3.0 Recommendation

**3.1** It is recommended that the Planning Committee considers and agrees the proposed revised SLA as set out at **Appendix 1** of this report.

# **NI Regional Planning IT System**

Service Level Agreement between partner Planning Authorities and the Intelligent Client Function.

Status	DRAFT
Version:	8
Date:	21/02/25

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# <u>Glossary</u>

Term/Abbreviation	Meaning			
Agreement	The Service Level Agreement, a legally binding			
	agreement between the Planning Authorities			
Councils	The ten Councils as identified at Appendix A			
Dfl	Department for Infrastructure			
ICF	Intelligent Client Function hosted by Belfast City Council			
NI Regional Planning IT	Regional Planning IT System serviced by			
system (NIRPITS)	TerraQuest			
Planning Authority	The 10 Councils and Department for Infrastructure			
	as identified at Appendix A			
Service Management	The Service Management Board that oversees the			
Board	Intelligent Client Function.			
Shared Service	A service delivered by one entity on behalf of			
	many others			
SLA	Service Level Agreement			
SOLACE NI	Society of Local Authority Chief Executives			
	Northern Ireland			
SWG	Security Working Group			
TQ	TerraQuest (Supplier)			
User Group	A group of users/consumers of a service that			
	meets on a regular basis to provide feedback to			
	the service provider on their experiences, and to			
	identify potential changes.			

# 1 Introduction

Following an open procurement process, the ten local Councils (listed in Annex A) and the Department for Infrastructure (DfI) (the Planning Authorities) awarded a contract to TerraQuest (TQ) in June 2020 to provide an online NI Regional Planning IT System (NIRPITS) with associated support and maintenance. The contract for NIRPITS runs until 30<sup>th</sup> June 2030 (and potentially to June 2040 with 5+ years contract intervals).

The management of the contract of NIRPITS is provided by the Intelligent Client Function (ICF) as a Shared Service hosted by Belfast City Council on behalf of the 11 Planning Authorities.

# 2 <u>Service Level Agreement</u>

This Service Level Agreement (SLA) sets out the agreed service model, governance processes and stakeholder responsibilities until the end of the contract with TQ. It also sets out how the costs of NIRPITS will be shared between the 11 Planning Authorities. This is a legally binding agreement between the Planning Authorities and the ICF. There is a separate Service Agreement with TQ and the ICF which defines the IT service provision between TQ and ICF on behalf of the Planning Authorities.

The key principles of this Service Level Agreement (SLA) are:

- To co-operate with others in the provision of the service.
- To share the benefits from the NIRPITS on an equitable basis.
- To provide staff, finance and other resources for the provision of this service on an equitable basis.
- To support the agreed governance arrangements for the delivery of the service.

The first SLA was approved by the partner Planning Authorities in January 2022 and is replaced by this revised SLA.

#### 3 Service Model

An overview of the Shared Service Model is shown in Annex B.

The key aspects of the service model are:

- **TQ** provides a contracted service for NIRPITS to all 11 Planning Authorities
- **ICF** manages the contract with TQ in line with the contracted performance metrics and financial requirements
- Planning Authorities manage the local day to day operation of NIRPITS.
- Service Management Board (SMB) provides strategic oversight of the work of the ICF.
- SOLACE NI and DfI oversees the provision of the ICF Shared Service, in accordance with the governance arrangements:

- Security Working Group (SWG) provides expert advice to the ICF on information security and service delivery in line with the TQ Security Management Plan.
- User Forum(s) provides feedback to the ICF & TQ on their experiences of using NIRPITS and to assist with identifying potential enhancements.

# 4 Governance

The governance arrangements for the Shared Service Model are:

- The ICF, manages the TQ contract on behalf of the 11 Planning Authorities.
- The ICF reports to the SMB, which on behalf of all Planning Authorities, provides strategic oversight as well as agreeing any significant upgrades and enhancements.
- The ICF has responsibility to operate within an agreed budget and has authority to procure in line with said budget.
- Formal approval from the SMB is required to proceed with any significant unscheduled expenses.
- SOLACE NI and DfI will agree any significant unscheduled changes to the overall budget. Further details on financial management are provided in Section 6.
- The SMB reports annually to SOLACE NI and Dfl on operational and financial matters.
- SOLACE NI and DfI will agree any mitigation in relation to critical risks reported by the SMB.

# 5 <u>Stakeholders Responsibilities</u>

#### 7.1 Planning Authorities

Each partner Planning Authority is responsible for:

- Managing their own staff using the NIRPITS including the day-to-day training of new staff.
- Providing a minimum of two System Administrators, who seek to resolve local issues with NIRPITS reported to them by staff, consultees, agents or members of the public, before raising an incident, or service request, with the ICF.
- Managing the use of the NIRPITS including new users, any required local configuration of letters, templates and performance reports.
- Maintaining the security of their own network, for the use of the NIRPITS, as set out in the Conditions of Use.
- Providing support and assistance to the ICF to investigate second line incidents, service requests, or other issues related to the operation of NIRPITS.
- Attending and participating in the User Group (every 6 months).

- Participating in planning activity, managed by the ICF, to implement upgrades or changes to the system. This may include the provision of suitable resources to support these changes such as testing and training.
- Encouraging staff to attend organised training events for NIRPITS.
- Realising the local benefits arising from the NIRPITS.
- Attending the SMB if required.
- Acting as a data controller responsible for the processing of personal data in planning applications and enforcement investigations made in their geographical area.

#### 7.2 Intelligent Client Function<sup>1</sup>

The ICF is responsible for the management of the NIRPITS on behalf of the 11 partner planning authorities. The ICF will be in place for the duration of the contract for NIRPITS.

The key activities of the ICF are:

- Establishing working relationships with TQ, focused on outcomes for the Planning Authorities that are effective, economical and sustainable.
- Managing the contract with TQ in terms of performance and payments.
- Reporting to and supporting the Service Management Board.
- Maintaining positive engagement with the Planning Authorities and supporting them in delivering their planning services.
- Supporting Local System Administrators to resolve 1<sup>st</sup> line issues through provision of a bespoke training programme and advice.
- Providing and reporting quarterly on second line technical support to Planning Authorities in line with metrics set out at Annex C.
- Overseeing information security and service delivery in line with the TQ Security Management Plan.
- Managing any updates / patches to the system by TQ.
- Managing the process for potential changes and enhancements to the system including liaison with DfI on potential legislative changes impacting NIRPITS and providing training to planning authorities, where required.
- Managing the overall budget arrangements for the ICF, TQ and Change Request/Enhancement budget.
- Acting as liaison between Planning Authorities and TQ in the management of any major incidents or outages.
- Coordinating and supporting the User Groups.
- Co-ordinating, monitoring and reporting the delivery of the benefits from the NIRPITS.
- Acting as primary Information Asset Owner for the purposes of managing data processed on the NIRPITS.
- Promoting the best practice use of NIRPITS to the Planning Authorities, statutory consultees, customers and other users.
- Developing and overseeing implementation of the NIRPITS Exit Strategy.

# <sup>1</sup>Further detail on the functions of the ICF together with detailed job descriptions is provided in Annex D.

#### 7.3 Service Management Board<sup>2</sup>

The Service Management Board oversees the Shared Service provided by the ICF. Its key responsibilities include:

- Overseeing the Contract with TQ.
- Overseeing Service Levels.
- Overseeing costs.
- Evaluating significant technical changes, requests and associated impacts
- Considering issues and risks on at least a quarterly basis.
- Agreeing a mitigation plan for any critical risks highlighted by the ICF.
- Overseeing the development and implementation of an expanded benefits realisation strategy.
- Reporting to Dfl and SOLACE NI on any critical risks including the mitigation plan.
- Reporting to Dfl and SOLACE NI on any significant unscheduled budgetary changes.
- Seeking approval from DfI and SOLACE NI on any change requests costing £100k or more.
- Annual review of the Exit Strategy, or when significant change occurs

# <sup>2</sup> Further details on the operation of the SMB including membership, frequency of meetings and the decision making process are provided in the Terms of reference in Annex E.

#### 7.4 SOLACE NI & Dfl

SOLACE NI and the Dfl Permanent Secretary are responsible for:

- Overseeing the SMB.
- Reviewing the annual operational and finance reports from the SMB.
- Approving the Mitigation Plan in response to any critical risks escalated by the SMB.
- Considering and responding to any significant unscheduled budgetary changes escalated by the Service Management Board.
- Approving individual Change Requests costing £100k or more.

#### 7.5 Security Working Group (SWG)<sup>3</sup>

The SWG role provides expert advice to the ICF on information security and service delivery in line with the TQ Security Management Plan.

#### <sup>3</sup> Terms of Reference for the group are attached at Annex F.

#### 7.6 User Forum(s)<sup>4</sup>

The User Forum is a group of users (Planning staff and representatives from the Statutory Consultees) that meets on a regular basis (normally every 6 months) to

provide feedback to the ICF and TQ on their experiences of the NIRPITS and to identify potential enhancements. A report is provided to the SMB

Membership is:

- ICF Manager (Chair)
- One representative from each of the 11 Planning Authorities (Recommended mixture of 5 administration and 6 planning staff)
- At least one representative from TQ
- At least two representatives from Statutory Consultees (could also be a member of Planning Forum)
- External customers (or representatives of this group) may be invited to attend Forum meeting(s) on at least an annual basis.

# <sup>4</sup> Terms of reference for the User Forum are provided in Annex G.

# 7.7 TerraQuest<sup>5</sup>

TQ provides supports, maintains and enhances the NIRPITS in accordance with the agreed conditions of contract. TQ can also provide optional services, related to the NIRPITS, when requested by the ICF.

The key interactions are:

- Processing Service Requests raised by the ICF in accordance with the Service Catalogue.
- Respond to issues and/or faults raised by the ICF.
- Discussion and resolution of service request / issues / faults escalated with the ICF.
- Submission of monthly performance reports to the ICF and discussion thereof.
- Submission of invoices to the ICF.
- Notification and implementation of potential patches to ICF for agreement and implementation.
- Submission and implementation of change requests to the ICF for consideration and approval in line with the Service Agreement between TQ and the ICF.
- Submission and implementation of potential upgrades and/or Product Roadmap to the ICF for agreement and implementation.
- Identification of continuous improvements for discussion with the ICF.
- Participation at regular meetings Fortnightly Operational Meetings, Monthly Performance Meetings, SMB and User Forum.
- Maintain a clear register of key contacts and roles for interaction with the ICF.

# <sup>5</sup> Further detail is available in the SLA agreed between the ICF and TQ.

# 6 Financial Management

The underlying principle is that the costs for the operation and management of NIRPITS will be shared equitably amongst the 11 Planning Authorities, including the closure of the ICF, at the end of the contract term.

Based on the funding model agreed with SOLACE NI in 2019, the annual operating/resource costs are split between DfI and Councils on a 69%-31% split, with each Council's contribution based on fees/revenue received during a four year period.

Until 2023-24, this Council contribution was assessed using fees received between 2017- 2021. This has been reviewed and updated as part of this revised SLA as set out in Annex H.

A part of the scheduled review of the SLA (see section 9 below) the percentage contribution from councils will be reviewed triennially, using the latest Fees/Revenue received over the previous four year period.

The annual budget for ICF includes:

- The annual service payments to TQ, which are indexed linked to the January CPI rate.
- The actual salary & pension costs of the four staff in post.
- Plus 15% to cover accommodation.
- Plus 10% to cover support from other functions within the authority e.g., IT, HR, Finance
- A £200k (index linked) capital and resource annual budget to cover enhancements and change requests

The annual budget for the ICF will be transferred (by the Planning Authorities) at the start of each financial year. The costs per Planning Authority will be based on the actual costs incurred by ICF. The ICF will provide full transparency of costs incurred with quarterly updates provided to the SMB and end of year updates to Planning Authorities and Dfl/SOLACE NI.

Unless agreed otherwise by the SMB, any underspend between the original budget and actual costs, will be reimbursed to the Planning Authorities by the ICF.

The ICF will not exceed its annual budget without prior agreement of the SMB. An illustration of the ICF budget for 2025- 2028 is in Annex I.

# 7 Scheduled Review

This will include an assessment of the ICF staffing structure to ensure the ICF has the correct number of staff and skillset.

#### 8 Exit Strategy

The ICF is responsible for developing and overseeing implementation of the NIRPITS Exit Strategy to:

- Identify possible risks,
- Define potential losses.
- Ensure service continuity.

It will include:

- Continuing Service Requirements.
- Data Security and Privacy.
- Knowledge and Documentation Transfer.
- Costs.
- Personnel.

The Exit Strategy will also incorporate what will happen in the case of early termination, including if one or more Planning Authority decides to leave the contract. This is to ensure there will be minimum disruption to service continuity.

The SMB will review the Exit Strategy annually, or when significant change occurs.

# 9 Dispute Resolution

The ICF will seek to resolve any operational issues with the individual Authority directly e.g., TQ performance. If the issue cannot be resolved with the ICF directly then Belfast City Council can seek to resolve any disputes regarding the Agreement with the Service Management Board for consideration e.g., Potential Change Request.

Finally, if the dispute cannot be resolved then it should be escalated to the Permanent Secretary of the Dfl and SOLACE NI e.g., major financial issues.

Should the dispute still not be resolved, the ICF, in accordance with the provisions of the Arbitration Acts 1950, 1996 or any statutory modification or re-enactment thereof for the time being in force, shall refer the dispute to

- a) Mediation by a Mediator appointed by the Law Society of Northern Ireland, or
- b) to the arbitration of 2 persons, one to be appointed by the ICF and the other by the other party(s) in dispute.`.

# 10 Termination of the Agreement

Without prejudice to any other power of termination, Belfast City Council may terminate this Agreement without notice, for any of the following reasons: -

- a) the termination of the Contract with TQ; or
- b) the failure by any other Planning Authority which is party to this Agreement to adequately perform its obligations under this Agreement, and where such failure is capable of remedy, to fail to remedy the failure within 14 days of the service upon it of a Notice requiring it to do so by the ICF.

Refer to section 11 'Dispute Resolution' for more details.

# 11 Break

Belfast City Council shall in addition to its powers under this Agreement have power to terminate the Agreement at any time by giving to the other parties three month's written notice. Upon the expiry of the notice the Agreement shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

## 12 <u>Consequences of Termination and Break</u>

Where the Agreement is terminated under Condition 12 or 13, the following provisions shall apply: -

- a) The parties shall meet in good faith to agree a plan to deal with the termination, including, if appropriate the appointment of a new ICF.
- b) the current ICF shall make all arrangements which are in its view necessary to procure the orderly termination of this Agreement, including the transfer of its functions to a new ICF if applicable.

# 13 Limitation on Liability

The parties acknowledge that the ICF shall have no liability to the other parties whatsoever for any loss or damage sustained by the other parties as a result of the ICF carrying out its functions under this Agreement. unless liability is as a direct result of the actions or negligence of the ICF unless liability is as a direct result of the actions or negligence of the ICF.

#### 14 Data Protection

The parties shall use their best endeavours to comply with all obligations under the Data Protection legislation that may arise under this Agreement.

#### 15 <u>Serving of Notices</u>

Any notice required to be given or served under this Agreement by the ICF shall be in writing and shall be served by sending it by first-class post or email to the other party's last known place of business or registered office, when it shall be deemed to be served on the day when in the ordinary course of the post it would have been delivered.

#### 16 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to

prevent the accomplishment of the purpose of the Agreement, the ICF and the other parties shall immediately commence negotiations in good faith to remedy the invalidity.

## 17 Waiver

The failure of any party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

No waiver shall be effective unless it is communicated to another party in writing.

A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

# 18 Force Majeure

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

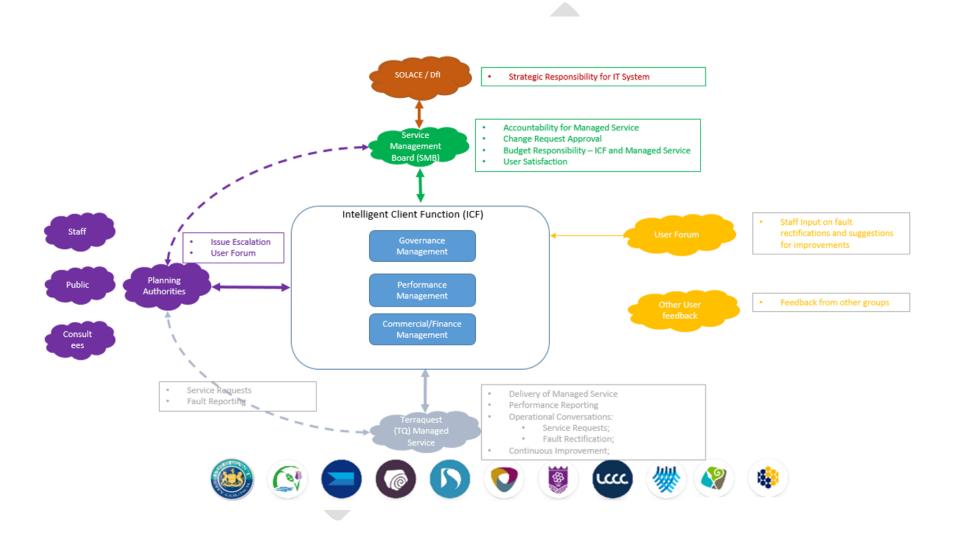
# 19 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

# ANNEX A: PARTICIPATING PLANNING AUTHORITIES

Antrim & Newtownabbey Borough Council Ards & North Down Borough Council Armagh City, Banbridge & Craigavon Borough Council Belfast City Council Causeway Coast & Glens Borough Council Derry City & Strabane District Council Fermanagh & Omagh District Council Lisburn & Castlereagh City Council Mid & East Antrim Borough Council Newry, Mourne & Down District Council Department for Infrastructure

#### **ANNEX B: SERVICE MODEL**



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# ANNEX C: ICF SECOND LINE SERVICE DESK - KEY METRICS

#### [Under Development]

The key metrics under development by the ICF and to be signed off the by SMB will contain :

**First Response Time** - the amount of time between a support ticket submission and the first response from the ICF. The first response after a support ticket submission lets the customer or staff know that it's been received and it's being handled.

**Resolution Time –** the time taken for the ICF to resolve an issue or escalate to TQ to resolve.

**Ticket Volume –** Volume of tickets submitted during a specific period of time.

**System Ticket Volume –** Volume of tickets submitted per element of system ie MasterGov; Consultee Hub, Public Register, Online Submission – to measure stablity of each element of NIRPITS.

**Support tickets opened vs. solved -** Support tickets opened vs. solved is a comparison metric that measures the total number of tickets opened versus the total number of tickets solved.

**Escalation Rate** - the total number of calls or support inquiries that were transferred TQ due to issue complexity.

Transfer Rate – the number of calls incorrectly sent to the ICF.

Performance against the final metrics will be reported to the Planning Authorities on at least a quarterly basis.

# ANNEX D JOB DESCRIPTIONS AND FUNCTIONS OF THE ICF

The ICF comprises a team of 4 officers:

- ICF Manager
- ICF Senior Officer
- ICF Technical Support Officer
- ICF Administration Support

2073 ICF Manager.pdf

2074 ICF Senior Officer.pdf



2076 ICF Admin support.pdf

The key functions of the ICF are:

#### Technology Oversight

- Considering any incidents or service request requests from a Planning Authority regarding the provision of local services and agree any actions with TQ or individual Planning Authority.
- Tracking and monitoring any actions agreed by TQ / Planning Authorities.
- Reviewing and reporting on the performance of the ICF as second line service desk
- Overseeing Administration of the NIRPITS including
  - User roles, Configuration of templates and dashboards etc
  - Adherence to the relevant operating policies as applicable to Planning Authorities
- Providing support to local System Administration to carry out duties.
- Providing ad-hoc training on new functionality that may be introduced.
- Reviewing Monthly Performance Report submitted by TerraQuest and agree any actions to be taken to ensure TerraQuest technical performance is in line with the Contract.
- Managing any upgrades and/or Patches to NIRPITS by TerraQuest
  - Reviewing proposals
  - Agreeing / Rejecting proposals
  - If approved then agree plan for implementation (timeframe, testing, Authority preparations)
  - o Overseeing the implementation by TQ
  - o Recording lessons learnt and implemented as appropriate

#### Security

- Participating in SWG meetings
  - Ensuring appropriate Security compliance activity is in place including oversight of Annual IT Health Checks every year and any emerging actions
  - Overseeing Threat Analysis, Breach Notification procedures
  - o Developing, maintaining and managing ICF Business Continuity Plan.
  - Developing, maintaining and managing Incident Response Plan.

#### Information Assurance

- Acting as the primary Information Asset Owner for the planning system albeit that each Planning Authority is the Information Asset Owner for their data
- Overseeing the system Information Assurance processes.
- Joint Controller Data Sharing Agreements
  - Overseeing the annual review of the Joint Controller agreement with Authorities annually.
  - Reviewing any agreements with Consultees every 3 years

#### **Contract Management**

- Reviewing Monthly Performance Reports submitted by TQ and agreeing any actions to be taken to ensure TQ performance is in line with the Contract.
- Co-ordinating the delivery of local services (e.g. service requests or issues raised by the individual authority) as part of fortnightly service meetings with TQ.
- Monthly meetings with TQ to review performance report and any actions from previous meetings
- Discussing any contractual issues
- Executing monthly Payments
  - Reviewing invoices
  - Checking performance is in line with Contract including service credits
  - Agreeing payments
  - If payment cannot be agreed, then escalate to TQ & ICF senior management
  - Processing payments
- Co-ordinating annual Performance review meeting with TerraQuest -
- Maintaining oversight of the Service Request Process and ensure it operates as planned for all parties
- Seeking advice, if necessary, from procurement specialists on:
  - Disputes / queries on the TQ Contract
  - Any potential changes to TQ Contract
- Agreeing any changes to the Contract emerging from Change Request process

#### **Continuous Improvement / Change Management**

- Maintaining a technology/improvement roadmap with input from TQ and Authorities, with oversight by SMB.
- Enhancements / Changes:
  - Identifying improvement opportunities with TerraQuest and Planning Authorities as part of monthly meetings or from other sources, such as the user forum or other customer engagement.
  - Assessing rationale, costs and benefits of the change.
    - Rejecting proposals stop
    - > Agreeing proposals in principle

Seek agreement from Service Management Board / SOLACE as required

 If approved then agreeing plan for implementation with TQ (timeframe, communication, testing, training) as well as any preparation required by Authorities / Consultees

• Managing the implementation by TQ including the co-ordination of any staff required for Testing and/or Training.

 (If Improvement / Change is significant then this may require some additional staff on a temporary basis. This should be included in any proposal submitted to the Service Management Board / SOLACE)

#### Governance

- Risk Management
  - Maintain risk register for the system.
  - Manage the risks
  - Report risks to the Service Management Board on at least a quarterly basis and where critical risks are identified to SOLACE / Dfl
- Preparing and circulating quarterly performance reports (covers both the TQ performance and the ICF performance) to Service Management Board.
- Preparing and circulating quarterly finance reports (covers both TQ and ICF costs) to Service Management Board and all authorities.
- Secretarial support to Service Management Board, Security Working Group and User Forum(s)
- Managing and Chairing the User Forum
- Exit Strategy
  - Develop and co-ordinate Exit Strategy from the contract.

#### HR / Finance

- Managing the ICF team
- Temporary appointment or secondment of staff from other Planning Authorities if necessary, for Change Requests
- Managing the ICF Budget
- Monitoring and managing the performance Payment Processes.
- Creating and maintaining of the operational ICF Budget.

#### Communications

- Reporting to Stakeholders:
  - TQ Performance information to User Forum and Service Management Board
  - o ICF Performance information to Service Management Board
  - Staff, consultees and public about Changes to the NIRPITS e.g., patches, upgrades, etc in advance of and after the event, as necessary
- ICF manager maintaining relationships with Planning Authority leads through regular meetings
- Attending regular regional planning Group Meetings, as required

- Managing engagement from stakeholders related to the delivery of the Shared Service or the TQ Contract.
  - Responding to correspondence and Information Requests (that cannot be dealt with by individual authorities) and meeting requests related to the functions and operation of the ICF
  - Regular engagement with stakeholders
    - User Forum (every 6 months)
    - Service Management Board (every 3 months)

#### Procurement (if required)

 Procuring any new services or adaptations to the NIRPITS – e.g. Enhancement Change Requests.

(If Improvement / Change is significant then this may require some additional staff on a temporary basis. This should be included in any proposal submitted to the Service Management Board / SOLACE)

# ANNEX E: SERVICE MANAGEMENT BOARD – TERMS OF REFERENCE

#### Background

The NI Regional Planning IT system is managed by the Intelligent Client Function (ICF), as a shared service hosted by Belfast City Council, on behalf of the 11 Planning Authorities. The Service Management Board (SMB) oversees this work.

#### **Membership and Meetings**

The membership of the SMB comprises:

- a) Head of Planning from Belfast City Council as Chair
- b) Four Heads of Planning (or their nominations) representing the 11 Planning Authorities
  - a. One for the Department
  - b. Three for the 9 Councils excluding Belfast City Council

The Board is also attended by:

- ICF Manager
- TQ
- Other staff as agreed with the Chair.

Secretariat support is provided by the ICF.

#### Purpose and Frequency

The Board will consider:

- Performance
  - Review TQ performance overall and per Planning Authority
  - Review ICF performance
- Finance
  - Review costs both TQ contract payments and ICF
  - Review payments to TQ in line with relevant budget
  - Review charges to other Authorities under the agreed Service Level Agreement (SLA)
  - Agree any changes to the ICF Budget
  - Submit proposals to Dfl / SOLACE NI for any significant changes to the ICF Budget (above £100k in any one year).
- Changes
  - Review and agree any planned upgrades
  - Consider any proposed changes to the NIRPITS submitted by the ICF
  - o Consider any proposed changes to the TQ contract submitted by the ICF
  - o Consider any proposed changes to the SLA
- Periodically review the Technology / Improvement Roadmap for the Planning System
- Manage the key risks associated with the delivery of the Shared Service

The Board will meet every three months or more frequently if decided by the Chairperson.

## **Key Responsibilities**

## <u>Chairperson</u>

- The Chairperson will determine the agenda for meetings.
- Documents relating to the business of a meeting will normally be made available to members at least five working days before the meeting.
- Record of the proceedings of meetings will minutes and an action format, listing key decisions and actions to be taken and will be prepared by the secretariat.
- The minutes of the meeting will be issued within 5 working days after the meeting to all invitees.
- Copies of SMB papers, unless Restricted, will be made available on the NI Regional Planning Knowledge Hub.

# Member – Dfl Head of Planning

• Represent the Department and its overarching role in the Planning System

# <u> Three Member – Council Head of Planning</u>

• Represent the other 9 councils and make decisions on behalf of the 9 councils

# Delegated Authority & Decision Making

The Service Management Board will have delegated authority to make decisions on the following areas:

- All upgrades;
- All Change Requests that individually cost less than £100k per year (capital or resource); and
- Other Changes that have a limited impact on staff resources whether with Dfl, councils or wider stakeholder group.

The quorum for SMB meetings is 3 Heads of Planning.

In making decisions it is preferable that the five Heads of Planning (Chair, Dfl & other three Council Reps) agree. However, where this is not possible, then a decision can be taken by a majority decision. The chair has the casting vote although where the matter is significant and a consensus cannot be reached, it may be raised to SOLACE NI / Dfl Permanent Secretary for a decision.

# ANNEX F: BAU SECURITY WORKING GROUP – Terms of Reference

#### Purpose

To maintain an agreed level of information security and service delivery in line with supplier Security Management Plan (SMP).

#### 2 Members

- a) Chair TQ Information Security Manager
- b) Independent Security Advisor Consultant Aristi
- c) NI Security Manager
- d) NI Councils Information Governance Representatives
- e) NI Information Asset/Risk Owner Representatives

#### **3 Frequency of Meetings**

The Group will initially meet monthly, with the BAU NISA reviewing frequency on a regular basis with the expectation that this will move to three months as the service matures.

a) A meeting can be arranged by the Chair as required.

b) Meetings to be interactive and last no longer than one hour unless otherwise agreed.

#### **Responsibilities of the BAU SWG**

a) Monitor service performance level indicators that relate to security of the NIRPITS service

b) Monitor changes made to the NIRPITS service or related policies

c) Review monthly service and periodical reports such as ITHC reports and any associated remediation action that have been agreed.

d) Annual review of the Risk Management Accreditation Documentation Set (RMADS)

e) Review information security incidents that have impacted the NIRPITS service

f) Support the ICF in responding to and managing any identified information security events or incidents

g) Advise the ICF on information security risks and agree on mitigation actions

# ANNEX G: USER FORUM – TERMS OF REFERENCE

#### Background

To ensure that TerraQuest and the Service Management Board are aware of other views, the User Forum provides stakeholders with an opportunity to discuss issues with the NIRPITS.

#### **Membership and Meetings**

The membership of the Forum should comprise:

- a) A chairperson (from ICF).
- b) One representative from each of the 11 Planning Authorities (Recommended mixture of 5 administration and 6 planning staff).
- c) One representative from TQ.
- d) At least two representatives from Statutory Consultees (could also be a member of Consultee Forum).
- e) Representatives of external customers may be invited to attend Forum meeting(s) on at least an annual basis.

The Chair may invite any other persons to attend meetings, such as representatives of external customers, in order to submit evidence and produce documents, as appropriate. Members of the User Forum should have a good working knowledge of planning and NIRPITS.

#### Purpose and Frequency

- The Planning Portal User Forum enables users to raise issues that are hindering the delivery of the business and highlight potential changes which would improve the usability and/or functionality of the system.
- The meeting will consider public facing issues with the full membership of the Forum but then consider internal operational issues without consultee representative.
- The group will meet every 6 months. The Chairperson can hold meetings more frequently if required.

#### **Key Responsibilities**

#### <u>Chairperson</u>

- Administrative and secretariat support will be provided by the ICF.
- The Chairperson will determine the agenda for meetings. Documents relating to the business of a meeting will normally be made available to members at least five working days before the meeting.
- Record of the proceedings of meetings will be in an action format, listing key decisions and actions to be taken and will be prepared by the secretariat. These will be issued within 5 working days of the meeting to all invitees.

#### <u>Member</u>

- Bring operational issues to the User Forum for discussion with supporting evidence.
- Propose 'operational/process improvements to ensure the system is used effectively.

#### Group Responsibilities

- The group will consider any issues, which affect the operation of the NIRPITS.
- The User Forum has no delegated authority to make decisions. However, it can recommend changes to the ICF, TQ and/or the SMB.

# ANNEX H: FINANCIAL CONTRIBUTIONS PER PLANNING AUTHORITY 2025 / 2028

	Fees Received* excludes invalid applications and refunds						
	2020/2021	2021/2022	2022/2023	2023/24	4 YEAR TOTAL	4 YEAR AVERAGE	%
A&N	£797,328	£1,091,338	£1,157,061	£1,385,255	£4,430,982	£1,107,746	9.5
A&ND	£744,128	£849,356	£809,975	£600,915	£3,004,373	£751,093	6.4
ABC	£1,377,901	£1,539,406	£1,302,067	£1,493,112	£5,712,485	£1,428,121	12.2
BCC	£1,854,457	£1,961,176	£1,610,007	£1,693,679	£7,119,319	£1,779,830	15.2
CC&G	£1,074,963	£1,203,602	£1,288,469	£1,283,597	£4,850,631	£1,212,658	10.4
D&S	£1,057,488	£989,954	£891,067	£1,105,304	£4,043,814	£1,010,953	8.6
F&OD C	£1,026,512	£1,306,218	£1,043,855	£941,765	£4,318,349	£1,079,587	9.2
LCCC	£937,856	£967,017	£955,749	£788,834	£3,649,455	£912,364	7.8
M&EA	£971,065	£890,435	£889,425	£1,026,817	£3,777,743	£944,436	8.1
NMDD	£1,578,791	£1,537,487	£1,361,638	£1,421,212	£5,899,128	£1,474,782	12.6
Total	£11,420,490	£12,335,989	£11,309,313	£11,740,489	£46,806,280	£11,701,570	100.000

#### ANNEX I: ICF BUDGET 2025- 2028.

The overall budget for the ICF covers

- The TQ contract payments for
- Annual Maintenance and Support.
- Data Storage
- Annual Email service charge
- Any agreed Enhancement/changes both capital and resource
- Operating costs for the ICF

The operating costs of the ICF include:

- Four staff in post
  - o ICF Manager
  - ICF Senior Officer
  - ICF Technical Support Officer
  - ICF Administration Officer
- This includes employers' pensions and national insurance contributions
- Extra 15% of staff costs to cover accommodation.
- Extra 10% of staff costs to cover support from other business areas e.g., IT, HR, Finance, Information Management.

The overall estimated budget is for next 3 years, assuming an annual 3% increase to the TQ contract payments is:

	2025-26	2026/27	2027/28
	£k	£k	£k
TQ Annual Service Charge	1,110	1,143	1,177
Annual Data Storage/Email	60	62	64
Enhancement/Change Budget	205	211	215
ICF Costs	319	329	339
Total	1,694	1,745	1,795

This annual budget is shared amongst planning authorities based on the historic levels of planning fees generated by each authority over the previous 4 yr period. (See Page 25)