

Planning IT System

Memorandum of Understanding between Planning Authorities

Status	For distribution
Version:	V1.0
Date:	14 January 2019

Contents

1. Purpose

2. Introduction

3. Scope

4. Collaboration Principles

5. Roles and Responsibilities

- a. Development and Implementation of new Planning IT System**
- b. Operation and Management of new Planning IT System**

6. Duration of agreement

7. Review

8. Dispute Resolution

9. Termination

1. Purpose

The purpose of this Memorandum of Understanding (MoU) is to provide a framework for joint working between Councils and the Department for Infrastructure (DfI).

2. Introduction

The DfI and the 11 local Councils have been working collaboratively together, as the 12 Planning Authorities, to identify the way forward for a new Planning IT System.

The Outline Business Case (OBC) Version 8 dated 9th January) sets out the preferred option, the whole life costs, the procurement route and the timescale for implementation of a new Planning IT System.

The business case will be updated after the procurement process and a Final Business Case will be developed.

3. Scope

This MoU sets out the roles and responsibilities of the 12 Planning Authorities for the development and implementation of a new Planning IT system; as well as the operation and management of the IT system until the end of the contract with the new supplier (estimated to be 2030).

It also sets out how the costs for the new Planning IT system will be shared between the 12 Planning Authorities.

4. Collaboration Principles

The Department and the 11 local Councils have been working collaboratively together to identify a way forward for a new planning IT system.

Going forward the Department and the 11 local Councils will work cooperatively together in accordance with the following overarching principles:

- i. To promote and support the preferred option agreed in the OBC
- ii. To support the agreed governance arrangements for the delivery of the project
- iii. To provide staff, finance and other resources to the project on an equitable basis
- iv. To share the benefits from the project on an equitable basis
- v. To co-operate with others in the progression of the project

5. Roles and Responsibilities

5.1 Development and Implementation of new Planning IT System

The high level project governance arrangements are set-out in the OBC.

The development and implementation of a new Planning IT system will be overseen by the Planning Portal Governance Board (PPGB).

5.2 Operation and Management of new Planning IT System

When the new Planning IT System goes live (and the project closes) the responsibility for the day to day management of the system will transfer from the project team to a new group representing all 12 Planning Authorities. The precise timing of this will be determined by the PPGB.

This new group will consist of four staff (in total) from the 12 Planning authorities. The group will be responsible for.

- Managing the contract.
- Managing the supplier including performance management.
- Managing any proposed changes to the system including upgrades and change requests.

The contract documents will specify the performance management and change control arrangements for the contract. The associated costs for the operation and management of the new IT system will be shared equitably amongst the 12 Planning Authorities.

The Terms of Reference for the group will be agreed with the PPGB prior to the system going live. This will include details on the financial delegation limits for the group and how work to the IT system will be agreed and prioritised.

5.3 Financial Management

The underlying principle is that the costs for the development, implementation, operation and management of a new Planning IT system will be shared equitably amongst the 12 Planning authorities. The costs for maintaining the existing NIPP are outside of this agreement and will be covered by the Department.

The estimated costs for the new Planning IT system are based on OBC (Version 8.8 dated 9th January 2019). These (non-discounted) estimated costs will be shared between the Department and local government as shown in Table 1.

Public Sector	Costs £k	Percentage of total costs
Dfi	12.0	45%
Local Government	14.7	55%
Total	26.7	100%

Table 1

The proportion of the local government costs for each council is shown in Annex A. Therefore the proportion of the total project costs amongst the 12 planning authorities is shown in Table 2.

Planning Authority	Percentage contribution
Department for Infrastructure	45%
Antrim and Newtownabbey	5%
Ards and North Down	5%
Armagh City Banbridge and Craigavon	5%
Belfast	5%
Causeway Coast and Glens	5%
Derry City and Strabane	5%
Fermanagh & Omagh	5%
Lisburn and Castlereagh	5%
Mid Ulster	5%
Mid and East Antrim	5%
Newry Mourne and Down	5%
Total	100%

Table 2

Subject to the outcome of the procurement process the Department will, on behalf of the 12 Planning Authorities, act as the procuring authority for the new IT system. The Department will make payments to the IT supplier in accordance with the contract and then seek reimbursement from each council based on the percentages in Table 2. The Department will issue invoices to Councils each quarter which should be paid within 30 days of the date of the invoice.

The level of staff input for the development and implementation phases of the project is also an element of Local Governments and the Department's contribution to the project costs. The level of staff input will be recorded by the Project Management Office and the associated costs based on the ready reckoner table in Annex [B]. The Project Manager will, during the development and implementation phases of the project, submit quarterly financial reports for the PPGB detailing the costs of the project and the relevant contribution from the Department and Councils.

As previously discussed when the system goes live (and the project closes) the responsibility for the day to day management of the new Planning IT system will transfer from the project team to a new group representing all 12 Planning Authorities. The precise timing of this will be determined by the PPGB. This will also include the transfer of the IT system (as an asset) from the Department to all 12 planning authorities – this would be similar to the transfer of assets under RPA. The practical details on this asset transfer will be agreed prior to contract award.

This funding model will be applied throughout the whole project life cycle. However, it can be reviewed at the following key stages with the agreement of all 12 Planning Authorities.

- i. Prior to award of contract for new Planning IT system (estimated February 2020)
- ii. Prior to completion of the development and implementation phases of the project

6. Duration of MoU

The MoU will come into effect when the OBC is agreed by the Department and Local Government and remain in force until the end of the contract for the new Planning IT system, estimated to be 31st March 2030.

7. Review

The MoU will be reviewed at the following key stages

- i. Prior to award of contract for new Planning IT system (estimated February 2020).
- ii. Prior to completion of the development and implementation phases of the project.

In addition, the MoU may be reviewed and amended at any time with the consent of all 12 parties.

8. Dispute Resolution

The 12 Planning Authorities will seek to resolve any disputes regarding the MoU with the group managing the new IT system on a daily basis. If this is not possible, disputes should be escalated to the Planning Portal Governance Board for consideration.

Finally, if the dispute cannot be resolved then it should be escalated to the Permanent Secretary of the DfI and Local Government Chief Executives.

9. Termination

Prior to the award of the contract for a new Planning IT System each Planning Authority can decide not to continue with the project and leave the MoU. The Planning Authority will be responsible for their proportion of the project costs up to that point. Under this situation then the viability of the MoU will be considered by the remaining Planning Authorities.

In addition the MoU may be terminated with the consent of all 12 parties. Although there may be financial implications of terminating the MoU if this impacts on the contract for the new IT System.

If any Planning Authority terminates the MoU, outside of the above areas, then that Authority will be liable for any and all financial implications relating to the Planning IT System.

Distribution of project costs amongst Councils

Annex A

The local government element of the project costs will be shared by Councils based on the percentages below.

	Percentage contribution
Antrim and Newtownabbey	9.09%
Ards and North Down	9.09%

Armagh City Banbridge and Craigavon	9.09%
Belfast	9.09%
Causeway Coast and Glens	9.09%
Derry City and Strabane	9.09%
Fermanagh & Omagh	9.09%
Lisburn and Castlereagh	9.09%
Mid Ulster	9.09%
Mid and East Antrim	9.09%
Newry Mourne and Down	9.09%