

DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The provision of ICT support for the Signatory Councils to Implement, Administer and Fulfil the HMO Licencing Requirements Set Out in the 'Houses of Multiple Occupation Act 2016'

March 2019 to April 2020

Effective date: 31 March 2019

Approval of the ICT Support Service Level Agreement

This document identifies the roles of all parties relating to ICT Support to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act 2016 and in delivering the new system of mandatory licensing.

In signing below, I agree to the terms and conditions outlined in this Service Level Agreement

1. Signed

Chief Executive of Belfast City Council

Date

2. Signed

Chief Executive of Causeway Coast and Glens Borough Council

Date

3. Signed

Chief Executive of Derry City and Strabane District Council

Date

4. Signed

Chief Executive of Council

Date

Signed

Contents			
no	item	page	
1.0	Forward	4	
2.0	Agreement Overview	4 – 5	
3.0	Designations	5	
4.0	Shared Objectives	5	
5.0	Goals & Objectives	6	
6.0	Confidentiality	6	
7.0	Variations or Amendments	6 - 7	
8.0	Periodic Review	7	
9.0	Performance review and reporting	7	
10.0	Force Majeure	7	
11.0	Governing Law	8	
12.0	Definition of Services	8	
	12.1	Service provision requirements	8 - 9
	12.2	Service times	9
	12.3	Service level	9 – 10
	12.4	Financial Arrangements	10
13.0	Termination	10 -11	
14.0	Resolution of disputes	11	
15.0	Amendments and Revisions to the SLA table (example)	12	

1.0 Forward

Houses in Multiple Occupation Act 2016

In 2012, the Department for Communities (DfC) undertook a review of Houses of Multiple Occupation (HMO) regulation, which identified a number of weaknesses associated with the regulation and registration of HMOs.

Based on the findings emanating from this review, in September 2014 the Northern Ireland Executive gave its approval to the drafting of a new 'Houses in Multiple Occupation (HMO) Bill', which received Royal Assent on 12th May 2016 and is now known as the 'Houses in Multiple Occupation Act 2016'.

The purpose of this new regulatory approach is to better protect tenants living in HMOs by introducing a new system of mandatory licensing (to replace the previous registration scheme) and new provisions about standards of housing. The HMO Act also aims to streamline the definition of a HMO and to clarify the law in relation to a number of issues such as overcrowding.

It is anticipated that, if effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options for the new service. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11 council model was the most desirable it would mean that full cost recovery for councils would prove difficult and would create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The appraisal also recognised that to properly satisfy the requirements of the new legislation, a new ICT system would be required to support the transferring HMO Licensing. The current IT solution does not provide a public interface, provides limited ability to make online payments and applications, and does not facilitate mobile working for technical officers undertaking site visits and inspections.

The proposed model for service delivery is to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane. It also reflects the location of existing staff.

Under the current proposed cluster arrangement in the economic appraisal, Belfast City Council is described as stand alone. It is accepted by the Regional Board that the Cluster leads will need to provide support to each other in order to ensure the effectiveness and provision of a fit-for-purpose service. This will require providing support across each other's respective cluster areas.

2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties regarding ICT support required to administer the new licencing functions under the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the proposed delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.
- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of ICT support.
- Details relating to the funding, financial and other resource arrangements.

3.0 Designations

For the purpose of this document the designations include:

Service provider	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Service user	All Councils in Northern Ireland
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for the Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

4.0 Shared objectives

The shared objectives of this agreement are:

To establish provision under which a regional framework assists the Councils to work collaboratively to provide an ICT support system for the HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the Houses in Multiple Occupation Act (NI) 2016;

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement shall commence on the 1st April 2019, and shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 13).

5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent ICT Support for the HMO Licencing service, support and delivery between the signatories and to clarify what services BCC shall provide.

The **goal** of this Agreement is to obtain mutual agreement on ICT Support for HMO Licensing service provision between the cluster leads and the signatories.

The **objectives** of this Agreement are to:

- fulfil the ICT licensing requirements set out by HMO (NI) Act 2016;
- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Councils (ie via Records / Information Policies).

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant parties' prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the establishment of a Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.

7.0 Variations or Amendments

There may be circumstances during the year which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- significant changes in the anticipated workload;
- new regulations or change in policy;
- performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.

8.0 Periodic Review

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council 3 months prior to the end of the fiscal year.

The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 14.0 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 15.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the final review meeting of the service providers in Section 15.0 (see below).

9.0 Performance review and reporting

The Lead Delivery Council shall review performance under the Agreement on a quarterly basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPI's and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for the 12 month period will be provided as an addendum to the fourth quarter report.

Senior ICT officers from each cluster lead will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year. As above, the last performance review meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, a note will be made in Section 15.0 of the year-end review of the SLA.

10.0 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).

11.0 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.

12.0 Definition of services

The Service User requires the provision of a comprehensive and quality ICT support service in respect of general support, liaison with supplier, software upgrades, training and contract management. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as “the ICT Support”).

Service Provider’s Digital Services to provide:

- First line support;
- Liaison with the supplier to ensure that the IT solution is implemented as per requirements set out in the original specification;
- Support and maintenance for all hardware and peripherals; Causeway Coast and Glens will install and support all IT equipment provided by BCC for the three technical officers based in Ballymoney.
- Project management of the configuration to ensure that the system meets NI Legislation;
- Liaison with the supplier to ensure that solution continues to be delivered in line with the agreed specification of requirements;
- Liaison with 3rd party suppliers regarding the issue and risks to the IT software implementation;
- Coordinated end-user testing and rollout of all software upgrades;
- Coordinated initial training and provision of training documentation;
- Scheduled supplementary training as required;
- Responsibilities for the contract management of software licences;
- Management of the supplier relationship with suppliers;
- Liaison to ensure the ICT contract is in place and renewed, and
- Migration of the current NIHE Civica database onto a separate instance of the database:
 - Which will need to be maintained for five years for the duration of the historical registrations
 - Maintenance of software upgrades and server infrastructure
 - Maintenance of the database and all GDPR and security issues.

12.1 Service provision requirements

1) Support requests to the Service Provider

Responsibility for support requests to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service Provider can provide support. The Service User will ensure that such requests have been approved at the appropriate level and that all matters relevant to the request are provided to the Service Provider.

The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.

12.2 Service Times

BCC Digital Services Service Desk is the single point of contact for logging incidents and users should contact the Service Desk in the first instance for queries or issues with the service. The Service Desk is available at the following times:

Mon – Fri: 9am – 5pm
Weekend: Closed
Bank Holidays: Closed

The Service Desk is accessible via:

Telephone 9027 0707 or ext. 4444
Email: servicedesk@belfastcity.gov.uk
Voice mail is available out of hours.

BCC's responsibility:

Log your call and give you a log number
Log your call in the call-management system and give you a unique reference number
Respond to your call within the agreed service levels set out below
Provide you with regular updates

Service user's responsibility:

Contact the service desk to report a problem
Tell the service desk of any changes to your existing service

12.3 Service level

Respond to calls for routine support within four working hours of the call being logged at the service desk. Ability to respond to your request may depend on:

Whether BCC needs help from other organisations (for example, support to maintain hardware, software or networking) and the availability of the necessary resources.

The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of significant system malfunctions.

Any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.

Before contacting the Service Provider for urgent advice, the officers of the service user must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Digital Services Help Desk (contact details as above). The request will in turn be allocated to an officer who is available to deal with the query.

Routine requests for advice will be responded to within 10 working days.

The Service Provider will provide all first line ICT support to Service Users. Service Users should not directly contact suppliers. All relevant suppliers have been instructed that only requests for ICT support, in relation to the HMO Licensing IT solution, from the Service Provider should be acknowledged and facilitated.

Support services will be provided to:

Council Officers
Sub-contractors

Contact Points – Service Provider

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

12.4 Financial arrangements

Each service user will be responsible for their own budget planning and setting, to provide for the management of relevant operations and their responsibilities of the HMO function within their council area for ICT outside of the remit of the SLA.

The cost of delivering this SLA to service users will be recovered from the fee income from the new HMO Licensing Scheme.

13.0 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

All the Councils agree in writing to its termination, or

There is only one remaining Council who has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

14.0 Resolution of disputes

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the Regional Board for consideration and resolution.

15 Amendments and revisions to the service level agreement table (example)

Document Owner: Chief Executive of the 3 lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author: