

# Delivery of Services by Shared Environmental Service

## Service Level Agreement

Between

Mid and East Antrim Borough Council

and

Causeway Coast and Glens Borough  
Council

## **Operational Contacts**

### Mid and East Antrim Borough Council

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Shared Environmental Service  
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### [Council]

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Principal Planning Officer  
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This Agreement is dated Day Month Year 06 DECEMBER 2021.

## PARTIES TO THE AGREEMENT

The parties to the agreement are Mid and East Antrim Borough Council, ( hereinafter called the 'Shared Environmental Service') and the user ( hereinafter called 'the user')

Name: Paul Duffy

Position: Head of Planning and Building Control

Mid and East Antrim Borough Council

Signed: 

Date: 29.11.2021

Name: Denise Dickson

Position: Head of Planning

Causeway Coast and Glens Borough Council

Signed: 

Date: 06/12/2021

## Purpose

1. This Service Level Agreement details additional Sustainability Appraisal (incorporating Strategic Environmental Assessment) services to be provided by Shared Environmental Service to the user in support of its Local Development Plan making functions and sets out the costs and working arrangements for delivery of these services.

## Overview

2. Shared Environmental Service was established in April 2015 to support Councils to meet their environmental responsibilities in connection with their role as planning authorities and is employed by Mid and East Antrim Council. Its centrally-funded role is to carry out Habitats Regulations Assessments on behalf of Councils for development management and during the preparation of Local Development Plans to assess and advise on impacts on European sites (Special Areas of Conservation and Special Protection Areas) and Ramsar sites.
3. Shared Environmental Service has developed additional services to support Councils in the process of Sustainability Appraisal (incorporating Strategic Environmental Assessment). In carrying out this function Shared Environmental Service will assist the user to comply with the requirements of the Planning Act (Northern Ireland) 2011, subordinate planning legislation and the Environmental Assessment of Plans and Programmes Regulations (Northern Ireland) 2004 as they relate to Sustainability Appraisal and Strategic Environmental Assessment. These requirements are set out in the DOE Development Plan Practice Note 04 Sustainability Appraisal incorporating Strategic Environmental Assessment.

## Objectives

4. Shared Environmental Service will have the following objectives:
  - Support the user to comply with legislation requirements in relation to Sustainability Appraisal incorporating Strategic Environmental Assessment for Local Development Plan preparation.
  - Support the user by providing advice and reports in an agreed timescale to support Local Development Plan preparation.
  - Deliver additional services, if required and agreed with the user, charged at the rates in Schedule 2.

## Principles

5. Shared Environmental Service will follow a number of principles to ensure the provision of high quality services:
- **Dedicated Staff** - the user will have a Client Manager to oversee this agreement and a Client Officer to oversee delivery of the service.
  - **Skills** - Shared Environmental Service will employ staff with environmental planning knowledge and experience, and will provide them with specialist training as required.
  - **Early and regular contact** - Advice will be available from the timetable planning stage and there will be regular contact throughout.
  - **Flexible approach** - Shared Environmental Service will work with the user to deliver services that integrate with the Council's approach to Local Development Plan preparation.
  - **Responding within deadlines** - Shared Environmental Service will work within an agreed timetable in accordance with Schedule 3 to provide input at each plan stage.
  - **Quality** - All outputs will be subject to internal quality assurance.
  - **Consistency** - Shared Environmental Service will provide consistent advice to users.
  - **Confidentiality** - Shared Environmental Service will respect confidentiality and be independent and impartial.
  - **Evidence** - Reports will be evidence based using the most current datasets with sources referenced appropriately.
  - **Access** - The user will have secure online access to all data collected and work carried out by Shared Environmental Service on its behalf.
  - **Build capacity** - The approach will enable the user to build capacity ensuring that skills developed by the project team will be retained in-house.
  - **Integrated assessment** - Habitats Regulations Assessment, which will not be charged for, will be aligned with the Sustainability Appraisal (incorporating Strategic Environmental Assessment).
  - **Information** - Shared Environmental Service will support the user to comply with the terms of the Freedom of Information Act 2000 and Environmental Information Regulations 2004.
  - **Cross-boundary working** - Where a council has a land border with another council or the Republic of Ireland, Shared Environmental Service will reflect relevant policies and strategies in the Sustainability Appraisal and support any cross-boundary consultation by the user.

- **Representation** - Shared Environmental Service will be available to provide support at independent examination on the Sustainability Appraisal as required.

### Charging

6. An overview of the work to be carried out at each plan stage is provided in Schedule 1. Charging by SES will operate on a full cost recovery basis in accordance with Schedule 2. Schedule 2 will be subject to regular review and update where agreed by both parties.
7. If any third party services or external training are required these will be agreed in advance and invoiced through SES.
8. SES will invoice the client at quarterly intervals, within 20 working days of the end of each quarter. Each invoice will be supported by a breakdown of the costs incurred.
9. Additional services in support of Local Development Plan preparation, review and monitoring may be available on request. Such agreed additional services will be set out in Schedule 3 and charged at the rates set out in Schedule 2.

### Working relationship and responsibilities

#### 10. The user will:

- Engage with Shared Environmental Service to agree a realistic timetable for delivery at least three months in advance of requiring services. This will be detailed in Schedule 3 and subject to agreement with Shared Environmental Service.
- Provide all materials for, and input to, sustainability assessment in a timely manner and in accordance with Schedule 3.
- Allow access to appropriate development plan meetings, and associated documentation. This includes evidence papers, baseline or State of the Environment data and any relevant GIS base map layers that the Council holds.

#### 11. Shared Environmental Service will:

- Demonstrate how all feedback from the Consultation Body, other stakeholders and public consultation has been addressed.
- Provide all outputs at an agreed date, that allows the Council to review and comment on papers, and amend those outputs to address Council feedback.
- Attend any part of Independent Examination as expert witness or to provide advice and input to any papers relating to Independent Examination and soundness where relevant to Sustainability Appraisal.

12. All outputs will be provided in electronic format. Shared Environmental Service will include tables, maps and figures required to illustrate reports but will not carry out graphic design.
13. The ownership of any data or report provided for appraisal of the Local Development Plan by Shared Environmental Service will rest with the user. The ownership of any general guidance to Councils will rest with Shared Environmental Service. Responsibility for decision making regarding a Local Development Plan lies with the user.
14. The parties commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or issue it without prior written consent of the party that provided the information. The parties commit to taking the same measures to maintain the confidential natures of the information, as they would do should it concern their own confidential information.
15. Shared Environmental Service will endeavour to ensure that all guidance and advice it provides is consistent with the current Regulations, guidance and case law. However, in the event of any uncertainty about the application of these, Shared Environmental Service will inform the Council so that it may seek legal opinion. Shared Environmental Service would advise that in any matter of law it is the responsibility of the user to seek appropriate legal advice.
16. Shared Environmental Service will, if required, provide a record of all meetings held with the user to include agreed actions.
17. Shared Environmental Service cannot guarantee that legal challenges will not be taken to include reasons relating to Sustainability Appraisal (incorporating Strategic Environmental Assessment). It may provide the user with reasonable assistance, in the form of advice and evidence, in the defence of any challenges in relation to Sustainability Appraisal (incorporating Strategic Environmental Assessment).
18. The user may terminate the arrangement with Shared Environmental Service at the end of each Plan Stage. This must be communicated to Shared Environmental Service at least three months before the beginning of the next plan stage to facilitate reallocation of staff.

### **Performance Monitoring and review**

19. If any performance issues arise regarding service delivery they should normally be resolved between the Local Development Plan Principal Officer in the user and the Head of Shared Environmental Service. The Parties will use their best efforts to negotiate disputes arising from this SLA in order to obtain mutual acceptable settlements. If this is not successful, the issue will be escalated to the Head of Planning in both Councils and finally to the Chief Executives of both Councils. In each case a meeting will be held, issues discussed, actions agreed and monitored.

20. Delivery of this Service Level Agreement will be monitored and a short Annual Report provided to the user's Head of Planning by 30th April each year.



## Schedule 1

### Staff input for each stage of plan preparation

Plan Stage	SA/SEA Stage	Service
<b>Throughout Plan Preparation</b>	Throughout	Support through Development Plan Working Group
<b>STAGE 1 Preferred Options Paper</b>	Stage A (I)	SA Scoping Report
	Stage A (II)	SA Interim Report
<b>STAGE 2 Plan Strategy</b>	Stage B	Review and update of the SA Scoping Report. Assessment of alternatives and any likely significant effects of the draft Plan Strategy against SA objectives.
	Stage C	Preparation of the SA Report
	Stage D	Consulting on the SA Report The SA Report and updated Scoping Report will be published for consultation along with the draft Plan Strategy.
	Stage E	SA Adoption Statement
	Stage F	Design and implement monitoring for implementation of the Plan Strategy.
<b>STAGE 3 Local Policies Plan</b>	Stage A	Update SA Scoping Report for and consult Consultation Body as required.
	Stage B	Assessment of alternatives and any likely significant effects of the draft Local Policies Plan against SA objectives.
	Stage C	Preparation of the SA Report for the draft Local Policies Plan.
	Stage D	Consultation on the SA Report for the draft Local Policies Plan.
	Stage E	SA Adoption Statement for Local Policies Plan.
	Monitoring and Review	Design monitoring for implementation of the Local Development Plan.
<b>STAGE 4 Monitoring</b>	Post LPP	Service to be agreed

## Schedule 2

Staff costs are based on salary and contributions and overheads. VAT at 20% will be charged. Hourly charges will be applied to travel time. Third party or training costs will be charged according to actual cost to SES.

<b>OFFICER</b>	<b>HOURLY RATE</b>
Principal Environmental Planning Officer	£80.00
Senior Environmental Planning Officer	£65.00
Higher Environmental Planning Officer	£50.00
Environmental Planning Officer	£40.00
Administrative Assistant	£30.00
<b>EXPENSES</b>	<b>RATE</b>
Mileage	£0.65
Subsistence	£13.50

**Schedule 3**

**Forward Programme for Sustainable Appraisal/SEA Service**

*This Schedule will be issued to the Council for review and agreement quarterly.*

	<b>Council Request</b>	<b>SES Confirmation</b>
<b>Date Request/Confirmation</b>		
<b>Officer</b>		
<b>Plan Preparation Phase</b>		
<b>Target Publication Date</b>		
<b>SES Service Required</b>		
<b>Materials for Assessment</b>		
<b>Date Materials Available</b>		
<b>Draft SES Report Date</b>		
<b>Final SES Report Date</b>		
<b>Next Review Date</b>		