

Memorandum of Understanding between



and



Land &
Property
Services.

1. Introduction

Land & Property Services (LPS) is an Agency within the Department of Finance and Personnel responsible for mapping, land registration, rating and property valuation in Northern Ireland. The rating system which it operates is a property taxation system which finances both Local and Regional Government functions and has a statutory basis in the Rates (Northern Ireland) Order 1977 as amended. The Order places certain statutory obligations on public bodies, including councils.

Belfast City Council (the Council) is an elected municipality that provides a diverse range of statutory and non statutory functions to the citizens that live and visit within its predetermined geographical boundaries. The primary funding for the Council's activities is through the rating system.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to build on the established working arrangements between LPS and the Council to support the effective and efficient delivery of their respective functions. Both parties also recognise a broader set of relationships between LPS and local authorities, relationships which are overseen by a Strategic Steering Group.

Central to this agreement is the recognition that there is a mutual dependency between the work of LPS and the Council and, therefore, a need to share information to assist the delivery of both organisations' services.

This MOU sets out statements of intent regarding the interactions between LPS and the Council. Some of these statements are further supported by formal agreements, such as the Data Sharing Protocol **Appendix A**, Northern Ireland Mapping Agreement (NIMA) **Appendix B** and the provision by the Council to LPS of data to inform the rating process **Appendix C**.

3. Aims of enhanced interaction

- 3.1 To provide a framework for LPS and the Council to work in a spirit of collaboration, assisting each other in the delivery of their corporate objectives.
- 3.2 To maximise the proportion of collectible rates collected and to create further equity in the rating system within the Council area through the provision of timely and accurate information.
- 3.3 To assist in the economic development of the Council area through the sharing of timely, accurate and current information including in the areas of robust financial planning and spatial referencing of property through addressing and mapping, as well as registration of properties throughout the Council area in the Land Register and effective asset management.

4. Objectives of enhanced interaction

- 4.1 To improve the effectiveness and efficiency of the rating process and related activities for the Council area.
- 4.2 To ensure the timely delivery of a robust and accurate Estimated Penny Product (EPP) to enable the Council to set a fair and equitable rate.
- 4.3 To identify ongoing risks which may impact on the EPP and/or the Actual Penny Product (APP) to enable the Council to make informed decisions in relation to financial planning and monitoring. These will include any significant issues arising from:
 - Vacancies trends;
 - Irrecoverables;
 - Valuation Tribunal and Lands Tribunal decisions; and
 - Legislative/Policy Changes.
- 4.4 To provide regular, robust estimates of the current year's finalisation to assist rate setting and year end accounting.

- 4.5 To assist planning by the sharing of reliable forward-looking financial and resource data over a three-year horizon.
- 4.6 To provide transparency and robustness in the shared understanding of in-year levels of collection and losses, including debt write off and cost of collection attributed to the Council's rate payers.
- 4.7 To facilitate timely and accurate valuation of rateable properties by the transfer of data collected by the Council to LPS.
- 4.8 Within the constraints of relevant legislation relating to the sharing of data and information, for the Council to provide information on ownership and occupation of properties to LPS to support LPS in fulfilling its statutory function of determining ownership and occupation of properties for the issuing of rate bills.
- 4.9 To enhance Pointer® as the definitive, unambiguous and fully accurate address dataset for the Council area (including its use in all transfer of property information between LPS and the Council) by the provision of relevant address and provisional geo-referencing data to LPS in an accurate and timely manner.
- 4.10 To facilitate accurate spatial planning for the Council area by the sharing of relevant data between the organisations, whether under the Northern Ireland Mapping Agreement (NIMA) and its successor agreements for LPS mapping data, or through other means.
- 4.11 To assist in areas of spatial planning and the exercise by LPS of its statutory duties by encouraging the registration of all of the Council's property in the Land Register and (subject to contractual commitments with LPS' suppliers) the sharing of land register information.
- 4.12 To provide property services to the Council (comprising asset register valuations, general property advice and valuation work) in a timely and accurate manner.

5. Specific areas for focus

The Council and LPS have agreed that this document should each year include particular areas for focus in the coming year, to ensure continuing improvement in the areas of work covered by this document. The Council and LPS have agreed that the particular areas will be as listed in **Appendix E**.

6. Statements of Intent

LPS and the Council commit to using their best endeavours to complete the actions and interactions set out in this section.

6.1 Commencement Lists

On a monthly basis the Council will provide details of each new property and alteration to an existing property commenced within the Council area of which it is aware to LPS, in the format set out in **Appendix D**. LPS will pre-register the value-significant new cases and provide unique identification numbers to the Council. Any associated data required by the Council from LPS will be returned within a set time, as set out in **Appendix C**.

6.2 Completion Notices

LPS will on a biannual basis provide the Council with full details of Completion Notices issued under The Rates Order and progress of the same, including the rating impact of each.

6.3 Address details

Address data for new properties will be provided by the Council to LPS as soon as it is available, to ensure that Pointer addresses can be used as early in the land and property lifecycle as possible. LPS and the Council commit to moving to the use of Pointer addresses and Unique Property Reference Numbers (UPRN) as the key references for addresses and properties, to aid the unambiguous sharing of information.

6.4 Property data set to enable property valuation

Once a property reaches occupiable stage for rating purposes, the Council will provide in a timely and accurate manner the agreed property and occupancy data set as set out in **Appendix C** in accordance with the Data Sharing Protocol in **Appendix A**. It should be noted that this occupiable date does not indicate occupancy.

6.5 Occupancy information

In addition to the provisions of section 6.4 above, the Council will provide to LPS, in accordance with the Data Sharing Protocol in **Appendix A**, relevant occupier, date of occupancy and ownership details it holds to enable the provision of an equitable rating system. LPS and the Council will agree what data is relevant and adds value to LPS activity in this area. This will encompass data sets held by the Council where their sharing with LPS is lawful. Whilst it remains the responsibility of LPS to maintain and collect ownership and occupier details for the purposes of rating, the Council will aid this process where legally possible including - in respect of new properties - by supplying a list of new properties which become occupiable on a monthly basis.

6.6 Maintenance of the Valuation Lists

Based upon the data set provided by the Council, LPS will provide a rateable valuation for each rateable property and update the Valuation List in a timely manner. Quality checks and query processes for data sets provided will be implemented as set out in **Appendix C**.

LPS will review the Valuation Lists where the address information or Commencement Lists provided indicates that properties have been demolished and ensure that it takes necessary action to confirm the situation and make necessary changes to the lists. LPS and the Council will continue to work together to improve the timely sharing of information regarding demolitions.

6.7 Continuing property monitoring

In addition to the provision of information concerning any alterations to properties where a Building Regulations application is made, the Council and LPS will collaborate to ensure that their shared knowledge of changes to property, its address and its status in the Council area is accurate and current. This will include the provision of the Valuation List by LPS to the Council on a quarterly basis. LPS will take early action on all information provided by the Council, paying particular regard to the dates for data freezing for the EPP and APP calculations, and the issue of the annual rate bills.

The Council notes the importance of information on industrial properties becoming vacant, as this affects rate assessments, and will endeavour to provide any such information of which it becomes aware, to LPS in a timely manner.

6.8 Vacant property control

LPS will carry out continuing monitoring of properties listed as vacant, using all data sources available including those supplied by ~~The Council~~the Council. LPS will notify ~~The Council~~the Council on a quarterly basis of vacancy lists and trends including a highlight report of value significant changes being added to or taken out of the billing register.

6.9 Provision of Estimated Penny Product Information

LPS will provide to ~~The Council~~the Council a written estimate of the penny product (EPP) reflecting the value of the rates base of the City in the first week of October each year and every four weeks thereafter. This will form the basis of discussion with ~~The Council~~the Council officials, and amendments to the EPP will be provided by LPS as required from these discussions or other significant changes in the period between October and the date at which LPS provides the figures to DOE for the purposes of General Grant calculations [can we give a calendar date?]¹. The EPP analysis will include comparative data for previous years for domestic and non-domestic properties for the various components of the figures.

¹ [The exact timing of the provision of the EPP to councils and DOE each year will be agreed between LPS, DOE and councils](#)

Notification of the EPP, whether in-year or prior year, will include a commentary considering, inter alia, any anticipated changes in the EPP through the impact of legislation, vacancy inspection exercises, revaluations, revisions to the valuation list and debt write off.

6.10 Provision of Actual Penny Product Information

LPS will provide estimates of finalisation figures to ~~The Council~~the Council on a quarterly basis ~~within the financial year~~in July, October and January each year. This will include the costs of collection and demonstrate the costs attributable to ~~The Council~~the Council of that collection, including comparisons with other areas and previous years. LPS will also provide details of debt write off to ~~The Council~~the Council on a quarterly basis.

LPS will provide ~~The Council~~the Council with the provisional APP by the 30th of June each year following the end of the financial year.

6.11 Medium-term Financial Planning

LPS and ~~The Council~~the Council will share financial and resource data to assist planning. This will include such development, planning and financial data as is agreed by LPS and ~~tThe Council~~Council. to be relevant in furthering the objectives of this document. LPS will provide ~~The Council~~with relevant data that it holds which will assist The Council in medium term financial planning. [Three year EPP data – same issue as at 4.5]

6.12 Registering of land in the Land Register

~~The Council~~The Council will work with LPS in a systematic fashion to ensure all property in its ownership is registered in the Land Register and to encourage other property owners in ~~The Council~~the Council area voluntarily to register their land holdings in the Land Register. This will benefit ~~The Council~~the Council by providing it with an accurate, current map-based record of all property in its ownership which will be protected by the Government's guarantee of title.

6.13 Mapping and geo referencing triggers

~~The Council~~The Council and LPS will work within the terms of NIMA and its successor agreements to further the accuracy and timeliness of the spatial referencing of the city by sharing information which will allow the mapping and spatial modeling of ~~The Council~~the Council area to be updated in a complete and timely manner. This will include provision of comprehensive completion information for building regulation works lists and, where possible, indication of when physical boundaries have been established.

6.14 Preparing for arrangements post RPA

In the arrangements leading up to and immediately following the introduction of the 11 Council model LPS and ~~The Council~~the Council will develop a joint approach to the following:

- Informing Legislative Change;
- Financial modeling for new boundaries;
- Integration of the planning function of development management into the predictive modeling;
- Informing the creation of community plans; and
- Communications with citizens and other interested parties.

6.15 General property Asset valuations and advice

~~The Council~~The Council will consider use of the specialist, professional skills of LPS in asset valuation, general property advice and valuation work and management as appropriate to assist ~~The Council~~the Council in making fully informed, effective decisions in relation to all on-its property mattersassets. Such services may be delivered either by way of a service level agreement specifying the client requirement and delivery standards in detail, or on an individual case basis where the terms of engagement will be agreed at the outset.

7. Financial Arrangements

This MOU is not predicated by financial considerations. It is a framework within which local agreements can be founded ~~on a "no burden" principle to either organisation.~~ These local agreements will require negotiation to agree the extent of the burden and the recompense required for either party and will be subject to yearly evaluation.

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8. Legal Status

This MOU is not legally binding. LPS and ~~The Council~~the Council will use it as their reference point when conducting business and act in accordance with the intentions and commitments stated herein.

9. Commencement and Termination

This MOU will come into effect on 1st ~~June~~ July 2009 and will be open-ended.

This MOU may be terminated by either party giving the other party six months notice in writing.

10. Monitoring and Review Arrangements

This MOU is subject to annual review and is intended to be a baseline from which both organisations undertake to build upon existing understanding, technologies, legislative frameworks and responsibilities. ~~The Council~~the Council and LPS will identify and agree a small number of Performance Indicators which will enable them to measure performance and identify areas for improvement.

Formal review meetings will take place, involving senior managers in LPS and ~~The Council~~the Council, biannually (in the autumn (based around provision of the EPP) and the spring (based around the provision of the APP) of each year, with the spring meeting undertaking the annual review of this MOU.

Should a requirement for a significant variation arise prior to the annual review either party can notify the other party in writing, giving a summary of the required change and a meeting will be arranged to discuss the issue. Any minor variations that arise before the annual review is due can be agreed by an exchange of letters of acceptance between the signatories to the MOU.

11. Breach of MOU

An attempt to resolve any difficulties or complaints arising from a breach of the MOU by either party should be made initially through informal contact between the respective managers or their representatives. If this approach fails, the matter will be considered jointly by the signatories to the MOU and their decision will be final.

Signed on behalf of LPS:

Signed on behalf of **The
Councilthe Strategic Policy and
Resources Committee:**

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Name: John Wilkinson
Position: Chief Executive

Name: Peter McNaney
Position: Chief Executive

Date:

Date:

Appendices

- Appendix A LPS & ~~The Council~~the Council Data Sharing Protocol [nearing completion]
- Appendix B Northern Ireland Mapping Agreement [extant]
- Appendix C LPS & ~~T~~he Council Contract 22 July 2005 [extant – in need of review?]
- Appendix D Format of Commencement Lists [to be written]
- Appendix E Areas for specific focus in 2009-10:

APPENDIX E – AREAS FOR SPECIFIC FOCUS

LPS and ~~The Council~~the Council agree that the following areas will be a specific focus for ~~2009-10~~the period between the commencement date and the implementation of the RPA changes to ~~The Council~~the Council area.:

Areas for a particular focus in 2009-10 will be:

- Agreeing Performance Indicators, informed by benchmarking and consideration of best practice;
- Robust management of vacant property listings, in conformance with the LPS Vacancy Strategy;
- Robust management of rating debt so as to maximise recovery and minimise irrecoverables;

Other areas will be:

- Improving the accuracy of the in-year finalisation figures through the effective pooling of information and knowledge between LPS and ~~The Council~~the Council;
- Preparation of timely, accurate and robust financial estimates and indicative Penny Product estimates for ~~The Council~~the Council post-RPA in a timely manner;
- Ensuring greater ~~structure~~systemisation of ~~[DN not sure what this means? AB]~~insystematic the-flow of valuation list changes and occupancy information, including graphical representation and mechanisms for automatic flow of information from LPS systems into ~~The Council~~the Council's analytical systems;
- Improving the flow of timely and complete information regarding demolitions;
- Integration of Pointer addresses into the sharing of all address-based information between the organisations;
- Agreement of what data under Section 6.5 is relevant and adds value.

Glossary of Terms

For the purposes of this document, the following terms are defined as follows:

<u>APP</u>	<u>A calculation of the actual rating revenue realised for a council area for a financial year.</u>
<u>Completion Notices</u>	<u>Notices issued by LPS under Article [xx] of the Rates Order giving notice to the occupier of a property that it will be considered complete for rating purposes at a stated future date.</u>
<u>EPP</u>	<u>An estimate of the amount of rates that will be raised for a council area for a year if the councilthe Council adds one penny to the district rate.</u>
<u>NIMA</u>	<u>The Northern Ireland Mapping Agreement, a supply agreement for OSNI mapping products, between LPS (the supplier) and a public sector body including a council (the customer). The Agreement is included as Appendix B of this document.</u>
<u>Pointer®</u>	<u>A definitive address dataset for Northern Ireland, including postal addresses, Townlands, coordinates and a unique property identifier.</u>
<u>RPA</u>	<u>The Review of Public Administration, in particular with regard to the changes arising from it in council numbers, geographic coverage and functions.</u>
<u>UPRN</u>	<u>Unique Property Reference Number – the unique identifier assigned to each address in the Pointer dataset.</u>
<u>Commencement Lists</u>	<u>Lists of all works pertaining to Building Regulations which are commenced within the Council area. The list will be segmented into purpose groups</u>
<u>Memorandum of Understanding</u>	<u>A framework to govern and improve upon the effective collaboration of work between both organisations.</u>
<u>Data Sharing Protocol</u>	<u>Agreement to facilitate the sharing and disclosure of information between the organisations.</u>

<u>Community Plans</u>	<u>Plans, by which a Council comes together with organisations to plan, provide for or promote the well being of the communities they serve.</u>
<u>Land Register</u>	<u>System by which all Land is recorded and registered in order to provide evidence of title and facilitate conveyancing.</u>
<u>Strategic Steering Group</u>	

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