

SERVICE LEVEL AGREEMENT WITH DRINKING WATER INSPECTORATE	6th June 2017
TO: ENVIRONMENTAL SERVICES COMMITTEE	
FOR DECISION	

Linkage to Council Strategy (2015-19)	
Strategic Theme	Resilient, Healthy and Engaged Communities
Outcome	Assessment and Sampling of Private water supplies on behalf of DWI
Lead Officer	Head of Health & Built Environment
Cost: (If applicable)	Income received for services provided as detailed in agreement (circa. £4,000)

Background

This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and the Causeway Coast & Glens Council, appointed as a competent person, for the purposes of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2009 (as amended). The Service Level Agreement may be found at Appendix V to this report.

The '*Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland*' document, produced by the Drinking Water and Health Liaison Group outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

With respect to Council this includes:

- **Private Supplies Registration**
- **Private Supplies Risk Assessment**
- **Private Supplies Sampling**
- **Private Supplies Investigations**
- **Private Supplies Training / Competency**

Annex A to the Service Level Agreement identifies the specific roles of Council and the Drinking Water Inspectorate, Annex B, a sample authorisation document, and Annex C, the fees to be paid by Drinking water Inspectorate to Council for the services provided.

The Agreement shall take effect from the date of signature by both parties and shall remain in force for a period of two years.

Recommendation

It is recommended that the Service Level agreement be signed on behalf of Causeway Coast and Glens Borough Council by the Head of Health and Built Environment and returned to the Drinking Water Inspectorate.

SERVICE LEVEL AGREEMENT

For the provision of services by the Environmental Health Department of Causeway Coast & Glens Council to the Drinking Water Inspectorate for Northern Ireland

BETWEEN:

- (1) Causeway Coast & Glens Council of Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY, (hereinafter known as 'The Council') and
- (2) Drinking Water Inspectorate for Northern Ireland acting on behalf of the Department of Agriculture, Environment and Rural Affairs (DAERA) of Klondyke Building, Cromac Avenue, Belfast, BT7 2JA (hereinafter referred to as DWI) together known as 'the Parties'.

1.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

- 1.1 This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and the Causeway Coast & Glens Council, appointed as a competent person, for the purposes of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2009 (as amended).
- 1.2 The '*Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland*¹' document (hereinafter referred to as 'the Framework'), produced by the Drinking Water and Health Liaison Group outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

2.0 TERMS OF AGREEMENT

- 2.1 The Agreement shall take effect from the date of signature by both parties and shall remain in force for a period of two years (unless terminated in accordance with 2.2).

¹ Drinking water and health: a guide for public and environmental health professionals;
www.niwater.com/sitefiles/resources/pdf/reports/guidancedocumentondrinkingwaterandhealth-2015version2415.06.25.pdf

At the expiry of the two year period, the parties may agree to extend the SLA on a bi-annual basis thereafter.

- 2.2 The Agreement may be terminated or not extended (as in Section 2.1) by either party on 12 months' written notice.
- 2.3 The Agreement shall be reviewed at least every two years, or on request at any time by either party (in accordance with Section 12.0). Any revised Agreement must have the approval of both Parties.
- 2.4 Any dispute in relation to the operation of the Agreement can be raised at the Annual Meeting (Section 7) for resolution. Any dispute requiring urgent resolution should be raised in writing by the relevant signatory(s) to the Chief Inspector of Drinking Water for resolution.

3.0 OBJECTIVES

- 3.1 The objectives of the Agreement are to establish administrative provision under which the Council will provide the professional services of council staff in roles where they are acting as agents of the DWI. It will enable the Council to provide sampling, risk assessment, and investigatory services, including staff and resources to DWI as defined in 3.2, and to define each party's role, responsibilities and obligations as detailed in the Annex A to this document. It will enable the DWI to individually authorise the Council to carry out duties on their behalf.
- 3.2 The services being provided by each of the Parties hereto are as listed below hereinafter referred to as the "Services". Further detail of the exact nature of the Services being provided is set out in Annex A hereto.

- **Private Supplies Registration**
- **Private Supplies Risk Assessment**
- **Private Supplies Sampling**
- **Private Supplies Investigations**
- **Private Supplies Training / Competency**

4.0. OPERATING PROCEDURES FOR THE COUNCIL

- 4.1 The Council shall ensure that delivery of the Services is carried out expeditiously and competently, in accordance with such timescales, conditions and costs as may be agreed with DWI.
- 4.2 The Council shall use reasonable endeavours to ensure that the staff resources necessary to discharge the Services are available.
- 4.3 Both the DWI and the Council have a legal obligation for the Health and Safety of their respective staff. The Parties hereto shall take all reasonable steps to ensure that all employees involved with the Services comply with the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and such other regulations as required.

5.0. OPERATING PROCEDURES FOR DRINKING WATER INSPECTORATE (DWI)

- 5.1 DWI is responsible for specifying the exact nature of the service required of the Council; monitoring the delivery of these services in accordance with this Agreement and subject to satisfactory completion of services, ensuring payment of agreed costs within 30 days from receipt of invoice.
- 5.2 DWI will issue quarterly invoice requests to the Council detailing the sampling and risk assessments undertaken in the previous quarter (3 months).
- 5.3 An annual programme of sampling will be issued by 31 December each year. This schedule will be subject to review and updated at least quarterly.
- 5.4 DWI will provide the Council with training, equipment and all sampling kit consumables as required to conduct sampling and risk assessments of registered private water supplies.
- 5.5 DWI will provide technical advice and guidance to the Council in relation to private water supplies.

5.6 All council staff carrying out duties on behalf of the DWI should be individually authorised by the DWI to perform those duties. A sample authorisation document is attached at Annex B.

6.0. BILLING ARRANGEMENTS

6.1 The Council will provide quarterly invoices to DWI based on the invoice requests issued by DWI for each quarter. DWI will ensure invoices are paid within 30 days of receipt.

6.2 The Chief Inspector of Drinking Water in consultation with the Council through Environmental Health NI (EHNI) will agree a Schedule of Fees which would be standard for all Councils.

6.3 The Schedule of Fees is given in Annex C and shall be updated from time to time with the agreement of both Parties, throughout the duration of this Agreement.

7.0 ANNUAL MEETING & ONGOING ENGAGEMENT

7.1 DWI will engage with the Council through Environmental Health (NI) (EHNI) and agree the membership and Terms of Reference for a new Partnership Working Group, which will meet annually to discuss the provision of services covered by this agreement.

7.2 All day-to-day matters relating to the services covered by this Agreement shall be conducted by officers of either party operating under the terms of the Agreement.

8.0 CONFIDENTIALITY

8.1 Information relating to private drinking water supplies will be subject to the requirements of the Data Protection Act. All information received by or gathered by the Parties as a result of performing the Services shall be held in accordance with the Parties' respective Records Management / Information policy.

9.0 LIABILITY

Each Party shall indemnify and keep indemnified, the other, against all claims, proceedings actions, damages, legal costs, expense, fines, penalties, demands, loss or damage and any other liabilities, howsoever arising, whether in contract, tort, under statute, common law or otherwise directly or indirectly out of or in the course of or in connection with any provision or failure to provide those Services set out in this Agreement which are the responsibility of that party.

10.0 COMPLAINTS

If a complaint is received by either party in respect of the services carried out under this agreement, the Party receiving the complaint will inform the other in writing and the Parties will agree which Party will investigate the complaint.

11.0 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).

12.0 AGREEMENT VARIATIONS

Both parties may request amendments to the scope of Services at any time by submitting a written request to the other party. Any variations will be made only with the consent of both Parties in writing. PROVIDED ALWAYS that DWI can only agree a variation that can be implemented across all local Councils in Northern Ireland.

13.0 DISPUTE RESOLUTION

A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

Where an attempt to resolve any dispute under this Service Level Agreement and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto.

14.0 CONFLICT OF INTEREST

In the circumstances where the Council is providing the Service on premises which are in the ownership or control of the Council it is acknowledged that there may be a conflict of interest arising. The Council shall inform the DWI, if it believes that there may be a conflict of interest. The DWI shall, in consultation with the Council provide such staff as are necessary to assist with or carry on the Services in order to investigate a failure on the Council premises.

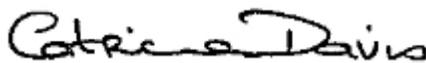
15.0 GOVERNING LAW

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.

16.0 AUTHORISATION

16.1 The authorised person² within the council and the Chief Inspector of Drinking Water authorise this agreement.

Council	Print Name	Signature	Position
<i>[Insert position of the relevant authorised person for Causeway Coast & Glens Council]</i>			

Drinking Water Inspectorate	Print Name	Signature
Chief Inspector of Drinking Water for Northern Ireland	Catrina Davis	

16.2 The Agreement will take effect from the *[Insert Date]*

² Chief Executive, Head of Service, or Director as appropriate

OPERATIONAL DELIVERY OF SERVICES

Private Supplies Registration**Councils to:**

- Advise DWI of new private water supplies when identified;
- Inform DWI of any changes to registered private supplies;
- Provide information on the annual review of the register of supplies and potential new supplies within required timescales.

Drinking Water Inspectorate to:

- Provide private water supply registration forms for completion;
- Notify council of newly registered supplies where received directly and provide copies of completed registration forms;
- Provide details of registered sites and any known potential new supplies to councils annually for review;
- Manage and maintain register of private water supplies.

Private Supplies Risk Assessment**Councils to:**

- Liaise with owner/users to collate information in preparation for the risk assessment;
- Undertake site visit to carry out risk assessment of private water supply;
- Complete/review a risk assessment of private water supply within the required timeframe (within 6 months for new supplies, and review every 5 years or sooner if circumstances change at a site or following an event);
- Follow up with owner/user on any information outstanding to complete risk assessment/review of the supply.

Drinking Water Inspectorate to:

- Provide methodology and guidance for completion of risk assessments;
- Provide electronic system for collation of risk assessment information;
- Provide historical data, where available, in preparation for risk assessment;
- On request, accompany councils on completion of risk assessments.

Private Supplies Sampling

Councils to:

- Liaise with the appointed contractor on the receipt and storage of sample bottles;
- Collect, transport and store samples in accordance with guidance provided by DWI;
- Undertake on-site testing with validated instrumentation and in line with the manufacturer's instructions for equipment being used;
- Ensure accurate completion of field sheets;
- Care for and store sampling kit and meters in accordance with manufacturer's instructions;
- Provide on-site meters for annual validation by DWI and sampling kits for inspection if required;
- Ensure consumables within sample kit are within expiry date;
- Advise DWI or appointed contractor as soon as possible if unable to collect scheduled samples;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of scheduled monthly compliance samples.

Drinking Water Inspectorate to:

- Provide sampling kits and appropriate meters to councils for the purpose of sampling registered private supplies;
- Replenish sampling consumables on an annual basis or sooner if required;
- Validate on-site meters annually;
- Provide guidance on sampling and identification of appropriate sample points;
- Provide annual sampling schedule for the year and at least quarterly updates;
- Through contractor, arrange the provision of the necessary sample bottles and field sheets for the collection of samples each month;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of scheduled monthly compliance samples.

Private Supplies Investigations

Councils to:

- Provide points of contact to be notified in the event of failure;
- Notify owners/users of sample failures, provision of public health advice and collection of resamples;

- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- Work in conjunction with DWI and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2;
- Follow-up with owners/users to ensure the ongoing protection of public health.

Drinking Water Inspectorate to:

- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- To notify and liaise on public health failures to Public Health Agency;
- Provide onward advice in relation to public health to councils;
- Accompany council staff, on request, to investigate failures;
- Work in conjunction with council and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2.

Private Supplies Training/Competency

Councils to:

- Permit only competent, authorised staff to undertake sampling and risk assessments;
- Complete designated DWI training courses to ensure ongoing competency in relation to private water supplies;
- Maintain appropriate auditable training records for staff;
- Facilitate DWI audits to ensure competency under the regulations.

Drinking Water Inspectorate to:

- Authorise all individual Council staff to carry out duties on behalf of the DWI;
- Provide staff undertaking sampling and risk assessments of private water supplies with the necessary training to ensure competency;
- Provide technical support/guidance in relation to risk assessments and private water supplies in general;
- Conduct annual audit of the service provided.

SAMPLE AUTHORISATION DOCUMENT



Card No.PWSXXX
Expires:
XX/XX/XXXX

THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006:
ARTICLE 124 RIGHTS OF ENTRY

THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2009 AS AMENDED:
REGULATION 7—RISK ASSESSMENT
REGULATION 12—SAMPLING

Issued by: The Department of Agriculture, Environment and Rural Affairs
Northern Ireland Environment Agency
Klondyke Building
Cromac Avenue
Gasworks Business Park
Belfast BT7 2JA
Tel No. 0845 302 0008

and if found should be returned to this address or handed in to your local police station

This is to certify that
is authorised to act on behalf of The Department of Agriculture, Environment and Rural Affairs to exercise and perform the powers and duties conferred upon him/her by the aforementioned legislation and as detailed below:
.....
Authorised Officer (DAERA)

Rights of entry, under Article 124 of The Water & Sewage Services Order (Northern Ireland) 2006 to enter any premises for the purpose of Regulation 7 Requirement to carry out a Risk Assessment and of Regulation 12 Sampling and Analysis under The Private Water Supplies Regulations (Northern Ireland) 2009, as amended.

Each Officer's Warrant card will reflect their level of authorisation

SCHEDULE OF FEES

Activity	Unit Cost
Scheduled Sample Collection	£75/sample
Resample Collection (Investigation)	£75/sample
Completion of Risk Assessment	£150/risk assessment