

Memorandum of Understanding (MOU)

Use of NSW Planning Portal and Digital Planning Services

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Use of the NSW Planning Portal and Digital Planning Services

1. MOU Details

Duration of MOU	
Commencement Date	On the date of execution by both parties.
End Date	Five (5) years from the Commencement Date
NSW Department of Planning and Environment details	
Department	NSW Department of Planning and Environment
Division	NSW Planning
Representative	Marcus Ray
Telephone	02 9274 6396
Email	Gino.Cavallaro@dpie.nsw.gov.au
Local Government New South Wales	
Organisation	Local Government New South Wales (ABN 49 853 913 882) on behalf of member councils
Representative	Scott Phillips, Chief Executive
Telephone	02 9242 4010 / 0419 469 023
Email	Scott.Phillips@lgnsw.org.au

2. Parties

This MOU is made between:

The State of New South Wales represented by the Department of Planning and Environment, ABN 20 770 707 468 of 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150 (DPE);

and

Local Government NSW ABN 49 853 913 882, representing its members who are councils constituted under the *Local Government Act 1993*.

3. Background

- (a) The NSW Government is committed to delivering an efficient, effective, and transparent NSW Planning Portal including the online digital planning services as listed on <https://pp.planningportal.nsw.gov.au/applicant-resources>, which the community can have confidence in.
- (b) The NSW Planning Portal is mandated by the Act and related legislation. This includes giving effect to the approved form.
- (c) DPE is committed to operating a successful digital planning service platform for a range of digital planning services, mapping and reporting tools.
- (d) DPE continues to enhance and expand the digital planning services as legislation and policies change.

- (e) Some of the most frequently used online digital planning services that DPE provides are listed on: <https://pp.planningportal.nsw.gov.au/applicant-resources>
- (f) The online digital planning services are available via the NSW Planning Portal for use by applicants, councils, consent authorities and registered certifiers.
- (g) This MOU sets out the agreed responsibilities of DPE and Local Government NSW, who represent councils across New South Wales, in the delivery of online digital planning services.

4. Definitions

In this MOU, capitalised terms have the meaning given in the dictionary in Schedule 1.

5. Term

5.1 Term

This MOU commences on the Commencement Date and continues until the End Date.

5.2 Extension of Term

The Parties may extend the Term of this MOU for a further period, by agreement in writing.

5.3 Review of MOU

The Parties agree to review the terms of this MOU on each anniversary of the Commencement Date.

Any amendments to the terms of this MOU that are agreed between the Parties are to be made in accordance with clause 12 of this MOU.

6. Local Government NSW obligations

Local Government NSW will support the DPE in its goal of delivering an efficient, effective, and transparent NSW Planning Portal including the online digital planning services (referred to in clause 3 Background) by:

- (a) working collaboratively with councils and DPE to support and encourage councils to ensure the implementation of the online digital planning services.
- (b) regularly liaising with member councils to assess concerns/difficulties associated with integration; flagging any difficulties with DPE;
- (c) facilitating council engagement and where appropriate, supporting DPE communications to councils about the digital planning services; and
- (d) together with DPE, jointly monitoring progress on the MOU obligations.

7. DPE obligations

Subject to regulations being made to terminate the provision of the online digital planning services listed on <https://pp.planningportal.nsw.gov.au/applicant-resources>, DPE will be responsible for:

- (a) providing and maintaining the online digital planning services listed on <https://pp.planningportal.nsw.gov.au/applicant-resources>;

- (b) periodically reviewing and modifying the online digital planning services and their functionality in response to requests or proposed modifications as recommended by council/s, agency, industry and registered certifiers, Reference Groups and upon approval by the Secretary of the DPE;
- (c) supporting Applicants, councils, and Consent Authorities, in the use of the online digital planning services;
- (d) undertaking virus checks on all documents uploaded to the online system, in addition to virus checks completed by councils and/or Consent Authorities and taking reasonable steps to address the threat or impact of a virus;
- (e) supporting councils and/or Consent Authorities in the development of continuous improvement practices where determined appropriate and reasonable by DPE;
- (f) providing reliable, efficient and effective online digital planning services via the NSW Planning Portal that conform to the service levels specified in Schedule 2;
- (g) investigating opportunities for an online payment system for Application Fees;
- (h) providing regular updates on the NSW Planning Portal's performance and outages;
- (i) providing the NSW Planning Portal Roadmap so that councils have visibility of upcoming changes and the assistance and support being provided by DPE and Service NSW;
- (j) developing metrics in consultation with Local Government NSW to measure API integration between councils' digital systems and the NSW Planning Portal; and
- (k) provide a small team of business analysts to work directly with regional councils (and their customers) to provide support and assistance on an ongoing basis;
- (l) provide customer support and resolutions of incidents and disputes within a reasonable period through the designated support teams listed in Schedule 3.

DPE is not obligated to update any application programme interface maintained by another party that councils and/or Consent Authorities use to connect to the digital system.

8. Relationship

8.1 Cooperation

In carrying out their respective obligations under this MOU, the Parties agree to cooperate in a timely and effective manner with each other and to act in good faith, including quarterly meetings between DPE and Local Government NSW to monitor progress and reporting against the MOU.

8.2 Issues

Each Party will keep the other informed in writing as to any issues arising and keep an ongoing record of the status of each issue and when and how it was resolved.

9. Resolution of Incidents and Disputes

The Parties agree to attempt to resolve any incidents and/or disputes in good faith.

If the Parties cannot resolve an incident within a reasonable period through the designated support teams listed in Schedule 3, any of the Parties can raise the dispute

with relevant authority following the escalation of incidents and disputes process listed in Table 3 of Schedule 3.

10. Non-binding MOU

This MOU is not intended to create legally enforceable rights or obligations for either Party.


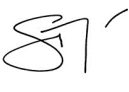


11. Termination

Either Party may terminate this MOU, at any time, by reasonable prior notice (which must not be less than 90 days).

12. Variation

This MOU may only be varied by agreement in writing, including by an exchange of emails confirming the agreed variation.

13. Signatories

Authorised Signatory DPE	Authorised Signatory LGNSW
<p>Marcus Ray</p>  <p>15/05/2023</p>	<p>Scott Phillips</p>  <p>17 July 2023</p>
Witness DPE	Witness LGNSW
<p>Christine Peters</p>  <p>15/05/2023</p>	<p>Suzanne Sackar</p>  <p>17 July 2023</p>

Schedule 1

In this MOU, except where a contrary intention appears:

Act means the *Environmental Planning and Assessment Act 1979*.

Applicant means an applicant for development consent, a Complying Development certificate or a Post Consent certificate in accordance with the Act.

Application Fee means the fee for an application that is payable in accordance with the Regulation.

Commencement Date means the date of commencement of this MOU as provided in the MOU Details in Clause 1.

Complying Development means development for which provision is made as referred to in section 4.2(5) of the Act.

Concurrent Users means the total number of people who use a service in a predefined period. It is usually calculated with a short time period of 1 to 30 minutes.

Consumers means users of the online digital planning services listed on <https://pp.planningportal.nsw.gov.au/applicant-resources>, which includes, but is not limited to, councils, Applicants, proponents, industry, registered certifiers, and other Government agencies.

Consent Authority means the Consent Authority for a development application as designated in accordance with Part 4, Division 4.2 of the Act.

Digital Service means use of the NSW Planning Portal as defined in Schedule 3 of the Act.

DPE means the Department of Planning and Environment.

Dispute means any disagreement arising out of or in relation to this MOU.

End Date means that the date that this MOU expires, as provided in the MOU Details in Clause 1.

MOU means this Memorandum of Understanding and any attachments and annexures.

NSW Planning Portal as defined in Part 1 of the Act.

Party means a party to this MOU.

Planning Secretary means the Secretary of DPE.

Reference Groups means small formal groups of individuals who interact with the DPE to represent the behaviours of Consumers towards defining the functionalities of the online Digital Planning Services.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Relevant person means Applicants, councils, Consent Authorities and other NSW Government agencies, as the case may be.

Schedule 2

Availability:

The online Digital Planning Services will be available 98% of the time on a 24x7 basis except for maintenance windows or other scheduled or application-specific maintenance outlined herein.

It is DPE's aim to ensure that the services are deemed reliable in terms of availability and performance. Therefore, in case of unplanned failures and outages the systems should failover to a hot standby mode within minutes.

Maintenance:

Standard maintenance window has been established between Friday 1800 hours to Monday 0600 hours, Australian Eastern Time (AET).

If there is a need for a change outside the hours of the standard maintenance window, the resulting Non-Standard Maintenance Window will require a formal approval from the Executive Director, Digital Analytics and Insights, at DPE. Consumers will be notified per standard reporting protocols and in advance where feasible of application unavailability due to non-standard maintenance windows.

Maintenance notifications will be made to all users of the NSW Planning Portal.

It is understood that in some circumstances, emergency maintenance will be required. Notification to registered users of the NSW Planning Portal for these events will be assessed on a case-by-case basis.

Scalability:

The applications will support 2000 Concurrent Users.

Ability to scale solution to accommodate growth in content and 15% increase in user growth annually without adversely affecting system performance.

Classification of Incidents and Target response:

Table 1: Incident Severity and Response below lists the target response and resolution times (including workaround solutions and tactical fixes) for incidents based on the severity of incidents.

Response is defined as a 'good faith' effort to communicate with registered users of the NSW Planning Portal using their contact information available with the applicable support team.

Table 1: Incident Severity and Response

Severity and Description	Response Time	Resolution Time
Critical - Interruption making all functionalities of NSW Planning Portal inaccessible causing a severe impact on services availability. There is no possible alternative for Consumers.	< 60 minutes	< 4 hours
Very High - Critical functionality of NSW Planning Portal interrupted, degraded or unusable, having a severe impact on services availability. Alternatives exist but are tedious and generally unacceptable.	< 120 minutes	< 1 Business Day
High - Critical functionality of NSW Planning Portal interrupted, degraded or unusable,	< 4 hours	< 3 Business Days

Severity and Description	Response Time	Resolution Time
having a severe impact on services availability. Alternatives exist and are acceptable.		
Medium - Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	< 3 Business Days	< 5 Business Days
Low - Application or personal procedure unusable, where a workaround is available and there is no operational impact.	As feasible	> 5 Business Days

Schedule 3

Basic level customer support for the NSW Planning Portal is available from Service NSW toll free service between the hours of 7am and 7pm (Sydney time). Support is available via the NSW Planning Portal Customer Support team for more complex or technical matters. Designated support teams and contact information is listed in table below.

Table 2: Support Teams and Contact Information

Support Level	Teams and Contact Options
Level 1	<p>Level 1 service is provided by Service NSW</p> <ul style="list-style-type: none"> Via Online form (https://www.service.nsw.gov.au/contact-us): 24x7 Phone (1300 305 695): Monday to Friday, 7am to 7pm. Direct email: eplanning@planning.nsw.gov.au
Level 2	<ul style="list-style-type: none"> Service NSW escalates to DPE Customer Support team by raising a ticket through the DPE-PORTAL Salesforce queue <ul style="list-style-type: none"> Phone: 1300 420 596 (councils only) Monday to Thursday 7am to 3pm. eplanning.support@planning.nsw.gov.au (councils only)
Level 3	<p>Level 3 support will be provided by the NSW Planning Portal Customer Support team</p> <p>Monday to Friday 8:00 am to 5:30 pm</p>

Contact information for escalation of incidents and disputes are listed in below:

Table 3: Escalation Levels and Contact Details

Escalation Level	Name and Contact Information	Role
Department of Planning and Environment		
1	<p>Kimberly Everett Phone: 02 9585 6652 Email: Kimberly.Everett@planning.nsw.gov.au</p>	Director, Digital Services, DPE
2	<p>Gino Cavallaro Phone: 02 9274 6048 Email: Gino.Cavallaro@planning.nsw.gov.au</p>	Executive Director, Digital Analytics and Insights, DPE
3	<p>Marcus Ray Phone: 02 9274 6396 Email: Marcus.Ray@dpie.nsw.gov.au</p>	Deputy Secretary, NSW Planning, DPE

Local Government NSW

1	Jane Partridge Phone: 02 9242 4093 Email: jane.partridge@lgnsw.org.au	Strategy Manager, Planning, LGNSW
2	Scott Phillips Phone: 02 9242 4000 Email: scott.phillips@lgnsw.org.au	Chief Executive, LGNSW