

Local Decision Making Heads of Agreement Tangentyere Council Aboriginal Corporation and the Northern Territory Government

Made by the **NORTHERN TERRITORY GOVERNMENT (NT Government)** represented by the **DEPARTMENT OF THE CHIEF MINISTER** for the benefit of the **Alice Springs Town Camps** (the **Town Camps** as detailed in the Town Camps' Plan in Schedule 1)

1. BACKGROUND

- (a) Local Decision Making (LDM) is a 10 year plan that seeks to return local decision making to Aboriginal communities by empowering Aboriginal people to determine service delivery models that work best for their community and region.
- (b) LDM is underpinned by the principle of self-determination. LDM aims to support local decision making by Aboriginal communities to have greater say in how government controlled and funded services are delivered and seeks to transition these services and programs to Aboriginal community control.
- (c) The NT Government has developed and continues to implement the LDM Framework to deliver and support LDM, which consists of the LDM Policy, Operational Guidelines and Tools and Templates.
- (d) The Town Camps' representative body for LDM is Tangentyere Council Aboriginal Corporation (TCAC).
- (e) TCAC has the support of the Town Camps to work with the NT Government to progress LDM priorities.
- (f) TCAC and Town Camps senior representatives have developed a Wellness Framework that encompasses Wellness Domains (priority service delivery areas) over which the Town Camps seek to transition to control.

2. PURPOSE

The purpose of this agreement is to:

- (a) document the commitment by the NT Government and the Town Camps to work together to guide the implementation of LDM; and
- (b) guide the negotiation and agreement of specific LDM projects in appropriate Wellness Domains according to the Town Camps' Wellness Framework at Schedule 1 of this Agreement.

3. VISION

- (a) In signing this Agreement, it is the aspiration of the NT Government and TCAC that over the next nine (9) or more years, it can provide a platform, potentially strengthened by any treaty entered into during this time, for Alice Springs Town Campers to:
 - i. transition to community control agreed Wellness Domains that are the responsibility of the NT Government;
 - ii. develop and prosper according to their views and needs for the future of their children, grandchildren and future town camp residents; and
 - iii. have enhanced relations with the NT Government which are harmonious and co-operative.

4. OBJECTIVES

- (a) The objectives of this Agreement are to:
 - i. show respect for the long established and strong systems of Town Camp governance and leadership in the Alice Springs Town Camps;

- ii. document the commitment by the NT Government and TCAC to work together to implement LDM in the Alice Springs Town Camps;
- iii. identify the services and priorities over which Town Campers wish to have control and for which they wish to have responsibility;
- iv. commit NT Government agencies and, where agreed in Implementation Plans, NT Government-owned corporations, to collaborating with TCAC including sharing information to agree on how this control will be achieved; and
- v. set out the process and timeframes for the negotiation and agreement of Implementation Plans for identified priority Wellness Domains according to the Schedules to this Agreement.

5. COMMITMENTS

- (a) In signing this Agreement, the Chief Minister warrants that all NT Government agencies have been consulted in the development of this Agreement. The Chief Minister also warrants that relevant agencies have endorsed the Agreement and that the Cabinet of the NT Government has agreed the terms and conditions of this Agreement and its Schedules.
- (b) In signing this Agreement, the Chairman of TCAC warrants that the TCAC Board, which is representative of all clans and communities across Alice Springs Town Camps, has endorsed this Agreement and consented to TCAC entering into it.
- (c) LDM will be driven by the Town Camps at the Town Camps' pace.
- (d) The NT Government is committed to partnering with TCAC in a meaningful way to determine the necessary steps and processes to achieve local service delivery and control in the Wellness Domains contained in Schedule 2.
- (e) In the Alice Springs Town Camps, TCAC agrees to lead and guide LDM and use its best endeavours to involve all relevant organisations in the implementation of this LDM Agreement.
- (f) The NT Government and TCAC will work together on the basis of the overarching LDM guiding principles, which are:
 - i. self-determination;
 - ii. flexible;
 - iii. place based;
 - iv. co-design; and
 - v. community control.
- (g) The NT Government and TCAC also agree that they will adhere to the following specific principles when undertaking any work in accordance with this Agreement:
 - i. Town Campers' empowerment and decision-making will better provide solutions and a better way forward;
 - ii. the voice of Town Camp women must be heard loud and clear;
 - iii. building, supporting and investing in strong governance is necessary to ensure Town Campers drive local solutions, noting that additional resourcing may be required;
 - iv. the pace of LDM will be led by TCAC and agreed by the NT Government and in accordance with the agreed timelines to establish Implementation Plans and take the agreed steps within those Implementation Plans; and
 - v. the relationship between TCAC and the NT Government will be one of mutual trust and respect.
- (h) The NT Government will work collaboratively with TCAC, the Commonwealth and local government in achieving local priorities within each other's respective jurisdictional control.

- (i) The NT Government and TCAC acknowledge that Commonwealth payments to the NT Government and Territory wide allocations for services may vary from time to time. Having regard to these variations and available funding, the NT Government will continue to provide allocations to the Town Camps, consistent with allocations made to other remote communities in the Northern Territory, so as to ensure that Town Campers are not disadvantaged as a consequence of this Agreement.
- i. In undertaking its strategic planning and policy development, the NT Government will always have regard to TCAC's Tangentyere Council Strategic Plan 2019-2024 (as amended from time to time) and any future Strategic Plan which represents the culmination of the thoughts, vision and articulation of Town Campers.

6. CONTEXT

- (a) For Alice Springs Town Campers past, present and future we join with the NT Government to ensure that together we can deliver the transition to community control of Town Camps under the LDM policy.
- (b) Alice Springs Town Camps exercised local decision making, self-determination, and community control for three decades from 1979. TCAC, as the Town Camps' representative body, and its Town Camp members know how to negotiate. We acknowledge the enduring foundations built by our parents and grandparents, and we negotiate for our children and grandchildren.
- (c) The Corporate Members of TCAC are the Town Camp Housing Associations and Aboriginal Corporations; and the members of these Associations and Aboriginal Corporations are individual members of TCAC. Currently, TCAC has 16 Corporate Members and 624 Individual Members. The TCAC Board of Directors comprises the elected Presidents of the Alice Springs Town Camp Housing Associations and Aboriginal Corporations.
- (d) Town Camps hold land through Special Leases in Perpetuity. In December 2009, Alice Springs Living Area Subleases were signed by the Executive Director of Township Leasing (EDTL), on behalf of the Commonwealth. The EDTL then entered into Housing Management Agreements with the NT Government to provide housing and other services in the Town Camps. These agreements paved the way for significant Commonwealth investment but also saw control transitioned from TCAC as an Aboriginal community controlled organisation to government. This process introduced the system of public housing management and municipal and essential services. TCAC and Town Camp residents are striving through this LDM Agreement to transition to community housing and regain control of municipal and essential services, infrastructure, service delivery and community development.
- (e) On 8 June 2018, when announcing that the NT Government had signed a Memorandum of Understanding with the four NT Land Councils to advance a Treaty for the NT, the Chief Minister made a speech at the Barunga Festival in which he said:
 - i. *"This is our historic Local Decision Making agenda, which we've already begun, and which I believe can serve as a kind of seed from which treaties can grow and flower".*
 - ii. *"Ultimately, this means the NT Government giving up decision making power to communities in areas like housing, education, justice, local government, health and looking after kids".*
 - iii. *"I'm also agreeing with communities that with control comes responsibility".*
 - iv. *"So I'm saying to the Departments, this is non-negotiable. The old way is finished. At the pace communities are comfortable, the Government is ceding decision-making power back to where it belongs, the communities".*
- (f) On 11 October 2018, Mr Walter Shaw, Chief Executive Officer (CEO), TCAC; Ms Maxine Carlton, President, TCAC and Charles Creek Town Camp; and Mr Richard Farrell, Social Services and Divisional Manager, TCAC, attended the Central Australian Regional Coordination Committee (CARCC) meeting to discuss opportunities for building a strong, collaborative relationship with TCAC and NT Government.
- (g) An outcome of the presentation was the establishment of a LDM Town Camp Action Plan Working Group, which first met on 30 October 2018, and continues to meet.

- (h) On 4 July 2019, the Chief Minister co-signed with the TCAC CEO and board members a LDM commitment agreement at a ceremony hosted by TCAC.
- (i) At the signing ceremony, Mr Walter Shaw set out the Town Camp goals:
 - i. transition toward community housing and the consolidation of municipal and essentials services;
 - ii. tenancy management;
 - iii. property management; and
 - iv. tenancy support services;

and noted that true community housing means the transfer of housing management agreements from the Department of Local Government, Housing and Community Development.
- (j) TCAC has identified a range of Wellness Domains to be included as part of LDM on the Town Camps including but not limited to:
 - i. Shelter and Housing;
 - ii. Keeping Country;
 - iii. Identity;
 - iv. Camp/Community Leadership;
 - v. Community;
 - vi. Knowledge; and
 - vii. Healing (Mind, Body and Soul).

7. PROCESS

- (a) The Regional Executive Director of the Department of the Chief Minister, with the CARCC, will coordinate the progression of this Agreement.
- (b) NT Government agencies relevant to a nominated Wellness Domain will nominate representatives with appropriate decision making authority, who will attend and actively participate in meetings with the Town Camp Associations.
- (c) TCAC, as the Town Camps' representative body, will nominate appropriately authorised and informed representatives who will attend and actively participate in meetings, provide a meeting space and will ensure processes are in place to regularly report to, and receive feedback from, interested families and clans and the broader community.
- (d) TCAC will nominate an agreed primary contact or contacts for the purpose of communication with TCAC.
- (e) TCAC will report back to the NT Government with honest and direct feedback about progress and issues raised by the broader community.
- (f) TCAC and NT Government agree to fully adhere to the processes in Schedule 1, which include monitoring and reviewing arrangements and key dates.
- (g) TCAC has identified priority service areas known as Wellness Domains for transition to local control, the outcomes sought, proposed service delivery model and TCAC commitments to assist the achievement of the outcomes in Schedule 2.
- (h) The NT Government has agreed the Wellness Domains, outcomes sought and the proposed service delivery model as detailed in Schedule 2 and agrees to meet its stated commitments to support the advancement of each Wellness Domain set out in Schedule 2.

- (i) The NT Government and TCAC agree to negotiate Implementation Plans for each service priority and use their best endeavours to agree to the detailed Implementation Plan by the 'Timeframe for Agreement of Implementation Plan' stated for each Wellness Domain in Schedule 2. These timeframes may be adjusted by mutual agreement of TCAC and the NT Government.
- (j) Once the NT Government and TCAC have agreed a detailed Implementation Plan for each of the Wellness Domains, it will be included as a new Schedule (3.1 – 3.7 and so on) and form part of this Agreement.
- (k) Should new priorities emerge or existing priorities be completed, Schedule 2 may be updated with the consent of the NT Government and TCAC.
- (l) The NT Government and TCAC will, as far as possible, share information and data, including financial information, to inform the process and to allow fully informed and transparent decision making, subject to confidentiality and privacy requirements.
- (m) Any negotiations will be subject to meeting protocols, including roles and responsibilities, monitoring and evaluation processes.
- (n) To ensure currency of the relationship between NT Government and Town Camps, this Agreement ends on the date specified in Schedule 1. If there are Wellness Domains that have not been sufficiently considered for Town Camps control or new service areas of interest, a new agreement should be negotiated with relevant NT Government agencies, three months prior to the Agreement end date.
- (o) The NT Government and TCAC will meet all of their own costs for implementing this Agreement and these should not require any additional subvention to either party for that purpose.

8. MAINTAINING THE PARTNERSHIP

- (a) As detailed in Schedule 1, TCAC and the NT Government will have regular Agreement level meetings to monitor the progress of this Agreement.
- (b) To ensure currency of the relationship between the NT Government and TCAC, this Agreement will be periodically reviewed as specified in Schedule 1.
- (c) Prior to the expiry of this Agreement, TCAC and the NT Government may agree to extend the term of this Agreement by a further three years.
- (d) TCAC and the NT Government may vary this Agreement at any time by agreement in writing.
- (e) TCAC and the NT Government will collaborate and negotiate respectfully, openly, honestly and in good faith in the spirit of building trust and a strong and lasting partnership.
- (f) If issues arise, the following dispute resolution process should be followed:
 - i. the NT Government Regional Executive Director and, where necessary, senior officials of nominated Agencies, will promptly meet with TCAC representatives to resolve the identified issues;
 - ii. if it is not possible to achieve a satisfactory resolution, the issue can be referred, with the agreement of TCAC, to relevant agency CEO or to the NT Government Chief Executives Coordination Committee;
 - iii. if the issues are still unable to be resolved, TCAC may write to the Chief Minister and the CEO of the Department of the Chief Minister who will lead a dispute resolution process with relevant agencies; and
 - iv. if all reasonable attempts in this dispute resolution process fail in three (3) months TCAC may opt to withdraw from the Agreement.

9. STAKEHOLDER ENGAGEMENT

- (a) The NT Government and TCAC acknowledge the importance of constructive engagement with key stakeholders impacted by this Agreement.

- (b) Key stakeholders include:
 - i. Commonwealth Government:
 - a. National Indigenous Affairs Agency;
 - b. Department of Social Services; and
 - c. The Executive Director of Township Leasing;
 - ii. other relevant agencies.
- (c) By agreement, TCAC and the NT Government will invite these stakeholders to participate in the development of relevant Implementation Plans.

10. IMPLEMENTATION FRAMEWORK

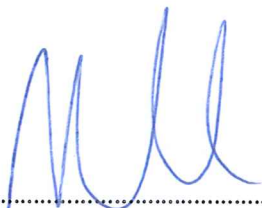
- (a) The NT Government and TCAC acknowledge that any transfer of responsibility to Town Campers for a Wellness Domain:
 - i. will recognise and meet regulatory, legislative and Commonwealth requirements;
 - ii. may need to take a staged approach in order to ensure a successful transition over a period of time;
 - iii. will be supported by an agreed dedicated NT Government financial commitment in accordance with Clause 5(i) and may include other agency support such as training, assets, in-kind assistance and other resources;
 - iv. will be captured in agreed Implementation Plans and, where appropriate, legally binding agreements between TCAC and the NT Government;
 - v. where legally binding agreements are appropriate they will be captured in a formal legal contract with an organisation (or more than one) with authority to act on behalf of the Town Camp Associations and Aboriginal Corporations that has:
 - a. the legal capacity to enter into the contract;
 - b. an appropriate and robust local governance structure, which represents the views of the whole community; and
 - c. the resources, capacity, experience and expertise to deliver the service or the capacity to develop those things; and
 - vi. will be monitored and evaluated for progress and performance using a transparent, consultative and participatory approach that promotes the resolution of emerging issues as they arise.

11. STATUS OF THE AGREEMENT

- (a) TCAC and the NT Government acknowledge that the provisions of this Agreement are not legally enforceable. However, that does not lessen the commitment of the Parties to fully implementing this Agreement in a transparent, consultative and accountable manner.
- (b) It is the intention of TCAC and the NT Government to capture the transfer of responsibility and control of agreed services and programs in formal contractual arrangements that detail and give legal effect to the Parties' decisions.
- (c) The NT Government and TCAC agree that upon signing, this Agreement (including all Schedules) will be published on the websites of the Parties and remain there until the Agreement comes to an end.
- (d) It is also agreed that the NT Government will arrange for a Ministerial Statement regarding the Agreement to be made in the Legislative Assembly and, if appropriate, table the Agreement and its schedules as soon as practicable following its execution.

12. SIGNATURE PAGE

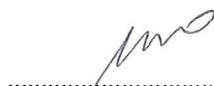
Signed by the Hon. Michael Gunner,
Chief Minister,
on behalf of the Northern Territory
Government.



.....
Hon. Michael Gunner
Chief Minister

Date: 28 JUL / / 2020

Signed by Geoff Shaw
President, Board of Directors, Tangentyere Council
Aboriginal Corporation



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Geoff Shaw
President, Board of Directors, Tangentyere Council
Aboriginal Corporation

Date: 24 / 07 / 2020

Signed by Walter Shaw, authorised
representative of the TCAC Board of Directors



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Walter Shaw
Chief Executive Officer, Tangentyere Council
Aboriginal Corporation

Date: 24 / 07 / 2020

Signed by Maxine Carlton, Vice President, Board of
Directors, Tangentyere Council Aboriginal
Corporation



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Maxine Carlton
Vice President, Board of Directors, Tangentyere
Council Aboriginal Corporation

Date: 24 / 07 / 2020

Signed by Benedict Stevens Director, Board of
Directors, Tangentyere Council Aboriginal
Corporation



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Benedict Stevens
Director, Board of Directors, Tangentyere Council
Aboriginal Corporation

Date: 24 / 07 / 2020

Alice Springs Living Areas (Town Camps)	President	Signature
Akngwertnarre (Morris Soak) Association Inc.	Carlene Lechleitner	Carlene Lechleitner
Anthelk-Ewlpaye (Charles Creek and Kunothe) Association Inc.	Maxine Carlton	Maxine Carlton
Anthepe Association Inc.	Rosemary Rubuntja	Rosemary Rubuntja
Aper-Alwerrkng (Palmer's Camp) Association Inc.	Donald Peckham	Donald Peckham
Ewyenper-Atwatye (Hidden Valley) Association Inc.	Benedict Stevens	Benedict Stevens
Iparpa (New Iparpa) Aboriginal Corporation	Warren Conway	WARREN CONWAY
Iperle Tyathe (Warlpiri) Association Inc.	Charlie Brown	Charlie Brown
Ilyperenye (Old Timers) Association Inc.	Robert Hoosan	Robert Hoosan
Inarleng (Little Sisters) Community Inc.	Braydon Kanjira	Braydon Kanjira
Irrkerlantye (White Gate) Aboriginal Corporation	Ronnie Webb	Ronnie Webb
Karnte Aboriginal Corporation	Vanessa Sitzler	VSitzler
Lhenpe Artnwe (Hoppy's and Scrutton's) Aboriginal Corporation	Shirleen Campbell	S Campbell
Mount Nancy (Mount Nancy and Bassos) Association Inc.	Geoff Shaw	Geoff Shaw
Mpwetyerre (Abbotts Camp) Aboriginal Corporation	Anton Abbott	ANTON ABBOTT
Nyewente (Trucking Yards) Association Inc.	John Newchurch	John Newchurch
Yarrenyty Arltere (Larapinta Valley) Association Inc.	Marlene Rubuntja	Marlene Rubuntja