

# Ngurratjuta/Pmara Ntjarra Local Decision Making Agreement

This Agreement is made by: Ngurratjuta/Pmara Ntjarra Aboriginal Corporation, the Northern Territory Government, and the Commonwealth Government represented by the National Indigenous Australians Agency collectively, 'the parties'.

<b>Document title</b>	Ngurratjuta/Pmara Ntjarra Local Decision Making Agreement
<b>Contact details</b>	Debra Gray Regional Director Remote Central Australia

<b>Acronyms</b>	<b>Full form</b>
Communities	Communities and outstations located within the Ngurratjuta Region as set out in Appendix A.
DCMC	Department of Chief Minister and Cabinet
DoE	Northern Territory Department of Education
DIPL	Northern Territory Department of Infrastructure Planning and Logistics
TFHC	Department of Territory Families Housing and Communities
NIAA	National Indigenous Australians Agency
Ngurratjuta	Ngurratjuta/Pmara Ntjarra Aboriginal Corporation
NWWAR	Ngurratjuta Wanka Wilurratja/Alturla Rinya Aboriginal Corporation
NT Government	Northern Territory Government
RMO	Reform Management Office
PWC	Power Water Corporation
MRC	MacDonnell Regional Council
AGD	Attorney General Department
PFES	Police Fire and Emergency Services
DCDD	Department of Corporate and Digital Development
DITT	Department of Industry, Tourism and Trade
FaFT	Families as First Teachers (DoE)
ICSEA	The Index of Community Socio-educational Advantage scale
GEH	Government Employee Housing

<b>Definition</b>	<b>Explanation</b>
Agreement	The Agreement refers to the Memorandum of Understanding LDM Agreement, including all schedules.
Implementation Plan	Implementation Plans work under the Section 9 Implementation Framework and will be developed in the next stage of the Agreement, being added as Schedules to the Agreement. These plans involve a work plan that outlines key performance indicators and milestones which are linked to the transfer of responsibility and funding arrangements from government control to community control, where appropriate. The purpose of the Implementation Plans are to demonstrate how the parties to the Agreement intend to work together to achieve the outcomes related to each of the priority Service Delivery Areas as set out in the Agreement and its Schedules.

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Service Delivery Areas	The Northern Territory Government is responsible for providing service delivery in communities. Service Delivery Areas mean the service delivery areas listed in Schedule 1 Clause 4.
LDM Operational Guidelines, Tools and Templates.	Refer to LDM website <a href="http://nt.gov.au">Local Decision Making (nt.gov.au)</a> for more information.

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## 1. Context

- 1.1. The Chief Executive Officer of Ngurratjuta wrote to Hon Selena Uibo Minister for Treaty and Local Decision Making on 24 August 2022 advising that Ngurratjuta wished to enter a Local Decision Making Agreement with the NT Government. Ngurratjuta and the Minister for Local Decision Making met on 16 August 2022 to discuss the proposal.
- 1.2. The Chief Executive Officer of Ngurratjuta wrote to the Regional Executive Director Central Australia at the Department of the Chief Minister and Cabinet on 24 August 2022 requesting the Local Decision Making discussions be established in partnership with the NT Government and NIAA.
- 1.3. Ngurratjuta met with the Hon Linda Burney MP, the Minister for Indigenous Australians on 5 December 2022 to discuss community aspirations and their LDM proposal.
- 1.4. The Chief Minister, Minister for Local Decision Making, NIAA Central Australia Branch Manager and Ngurratjuta Directors and Chief Executive Officer signed a statement of commitment on 29 June 2023 outlining the commitment to work towards the Agreement
- 1.5. The statement of commitment outlined the following target service delivery areas:
  - 1.5.1. Housing Tenancy, Maintenance, Construction and Government Employee Housing Administration;
  - 1.5.2. Homelands Municipal and Essential Services, Housing Maintenance Services and Special Purpose Grants (outstation specific);
  - 1.5.3. Remote Jobs, Industry and Employment/Training Programmes;
  - 1.5.4. Education attendance, Two-Way learning, and Pathways;
  - 1.5.5. Social, Disability and Welfare;
  - 1.5.6. Community and Economic Development;
  - 1.5.7. Youth and Families.

## 2. Background

- 2.1. Local Decision Making (LDM) is a 10 year plan led by the Northern Territory Government that seeks to return local decision making to Aboriginal communities by empowering Aboriginal people to determine service delivery models that work best for their communities and region.
- 2.2. LDM is underpinned by the principle of self-determination for Aboriginal communities and seeks to transition services and programs to community control, as agreed.
- 2.3. The NT Government has developed and is implementing the LDM Framework to deliver and support LDM, which consists of the LDM policy, Operational Guidelines and tools and templates.

- 2.4. Ngurratjuta has been identified as a representative body for the Ngurratjuta Region (as detailed in Appendix A), having secured the support of the communities and outstations within the Ngurratjuta Region (Communities), to work with the NTG to progress LDM priorities as identified at Schedule 2 and Schedule 3 of this Agreement.
- 2.5. Other communities outside of the Ngurratjuta Region may be consulted and included in some areas of Service Delivery should they choose.

### 3. Term

- 3.0. This Agreement comes into effect on the date on which it is signed by the last party to do so, and will expire after a period of ten (10) years, subject to clauses 3.2 and 3.3 below.
- 3.1. This Agreement may be extended by agreement of all parties in writing and must be agreed to no more than twelve months, but not less than six months, before the end date.
- 3.2. Any party may withdraw from this agreement after following the dispute resolution process outlined in clause 9.5

### 4. Vision

- 4.1. In signing this Agreement, it is the aspiration of the NT Government, NIAA and Ngurratjuta that over the next ten (10) or more years, the NTG can provide a platform, potentially strengthened by any treaty entered into during this time, to:
  - 4.1.1. transition to community control agreed service delivery in areas that are the responsibility of the NT Government;
  - 4.1.2. allow for development and prosperity for all community members in the Ngurratjuta Region, with a particular focus on children and future generations, and
  - 4.1.3. enhance the relationship between the NT Government, Australian Government and residents of the Ngurratjuta Region, creating relationships which are respectful, cooperative, and collaborative.

### 5. Objectives

- 5.1. The objectives of this Agreement are to:
  - 5.1.1. Show respect for the long established and strong systems of Ngurratjuta governance and leadership in the communities and outstations of the Ngurratjuta Region;
  - 5.1.2. document the commitment by the parties to work together to implement LDM in the communities and outstations of the Ngurratjuta Region;
  - 5.1.3. identify the services and priorities over which the community members of the Ngurratjuta Region wish to have control over, and responsibility for;
  - 5.1.4. commit NT Government agencies, NIAA and, where agreed in Implementation Plans, NT Government-owned corporations, to collaborating

with Ngurratjuta including sharing information to determine how community control and responsibility will be achieved; and

- 5.1.5. set out the process and timeframes for the negotiation and agreement of Implementation Plans for identified priority service delivery according to the Schedules to this Agreement.

## 6. Commitments

- 6.1. 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.
- 6.2. In signing this Agreement, the NIAA commits to endeavour to facilitate discussions with Ngurratjuta, the NT Government and other Commonwealth Agencies, where relevant, on topics that are relevant to this Agreement.
- 6.3. In signing this Agreement, Ngurratjuta warrants that the Ngurratjuta Board, which is representative of the communities across the Ngurratjuta Region, has endorsed this Agreement and consented to Ngurratjuta entering into it.
- 6.4. LDM will be driven by Ngurratjuta at Ngurratjuta's pace.
- 6.5. The NT Government and NIAA is committed to partnering with Ngurratjuta in a meaningful way to determine the necessary steps and processes to community control in the priority delivery areas contained in Schedule 2.
- 6.6. NT Government and NIAA acknowledge and accept the Communities' request that Ngurratjuta serve as the 'front door' to all government agencies, regional councils, land councils and other stakeholders for all matters relating to policy (including consultation, design, implementation and evaluation), treaty and service delivery (including needs mapping, design, implementation and evaluation), and applies in respect of both existing and future policy and service delivery.
- 6.7. In the Communities, Ngurratjuta agrees to lead and guide LDM and use its best endeavours to involve all relevant organisations in the implementation of this LDM Agreement.
- 6.8. The parties will work achieve local service delivery and together in accordance with the overarching LDM guiding principles, which are:
  - 6.8.1. self-determination;
  - 6.8.2. flexible;
  - 6.8.3. place based;
  - 6.8.4. co-design; and
  - 6.8.5. community control.

- 6.9. The parties agree that they will adhere to the following specific principles when undertaking any work in accordance with this Agreement:
- 6.9.1. empowerment of residents within the Ngurratjuta Region will enhance decision-making to provide better solutions and an improved pathway forward;
  - 6.9.2. the voices of women and men, older people and young people across the Ngurratjuta region, will be heard, acknowledged and taken seriously in a culturally appropriate manner;
  - 6.9.3. The continued building, supporting and investing in strong governance to ensure local people are guiding local solutions, noting that additional resourcing may be required;
  - 6.9.4. the pace of LDM will be led by Ngurratjuta and agreed by the NT Government, and NIAA in accordance with the agreed timelines to establish Implementation Plans and take the agreed steps within those Implementation Plans; and
  - 6.9.5. the relationship between the parties will be one of mutual trust and respect.
- 6.10. The NT Government and NIAA will work collaboratively with Ngurratjuta, the Australian Government and local government in achieving local priorities within each other's respective jurisdictional control.
- 6.11. The NT Government and Ngurratjuta 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 communities, consistent with allocations made to other remote communities in the Northern Territory, so as to ensure that the communities are not disadvantaged as a consequence of this Agreement.
- 6.12. In undertaking its strategic planning and policy development, the NT Government will always have regard to Ngurratjuta's Strategic Plan and any future Strategic Plan which represents the culmination of the thoughts, vision and articulation of the residents of the Ngurratjuta Region.
- 6.13. NT Government and NIAA acknowledge the critical need for sharing data and information across service delivery areas to allow Ngurratjuta to implement, monitor, evaluate and improve programs and services and as such, all parties commit to sharing data and information with each other, where possible and subject to the law, to ensure the most effective and efficient service delivery possible in the Ngurratjuta Region

## 7. Stakeholder Engagement

- 7.1. The NT Government, NIAA and Ngurratjuta acknowledge the importance of respectful and constructive engagement with key stakeholders impacted by this Agreement.
- 7.2. By agreement, Ngurratjuta, the NT Government and NIAA will invite these stakeholders to participate in the development of relevant Implementation Plans.



## 8. Process

- 8.1. The Regional Executive Director of the Department of the Chief Minister and Cabinet and Regional Manager NIAA, with the Central Australian Regional Coordination Committee, will coordinate the progression of this Agreement.
- 8.2. NT Government agencies relevant to a nominated service delivery area and NIAA will nominate representatives with appropriate decision making authority, who will attend and actively participate in meetings with Ngurratjuta. NIAA will also invite representatives from Australian Government agencies with relevant policy or program responsibility.
- 8.3. Ngurratjuta as the 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 people from across the Ngurratjuta Region.
- 8.4. Ngurratjuta will nominate an agreed primary contact or contacts for the purpose of communication with Ngurratjuta.
- 8.5. Ngurratjuta will report back to the NT Government and NIAA with honest and direct feedback about progress and issues raised by the people and organisations of the Ngurratjuta Region.
- 8.6. The parties agree to fully adhere to the processes in Schedule 1, which include monitoring and reviewing arrangements and key dates.
- 8.7. Ngurratjuta has identified priority service areas for transition to local control, the outcomes sought, proposed service delivery model and Ngurratjuta commitments to assist the achievement of the outcomes in Schedule 2.
- 8.8. The NT Government and NIAA has agreed the Service Delivery Areas, 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 service delivery area set out in Schedule 2.
- 8.9. The NT Government, NIAA and Ngurratjuta 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 service delivery area in Schedule 2. These timeframes may be adjusted by mutual agreement of the parties.
- 8.10. Once the parties have agreed a detailed Implementation Plan for each of the service delivery areas, it will be included as a new Schedule and form part of this Agreement.
- 8.11. Should new priorities emerge, or existing priorities be completed, Schedule 2 may be updated with the consent of the parties
- 8.12. The parties will, as far as possible, and subject to the law, 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.
- 8.13. Any negotiations will be subject to meeting protocols, including roles and responsibilities, monitoring and evaluation processes.

- 8.14. The NT Government, NIAA and Ngurratjuta 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.

## 9. Maintaining the Partnership

- 9.1. As detailed in Schedule 1, the parties will have regular Agreement level meetings to monitor the progress of this Agreement.
- 9.2. To ensure currency of the relationship between the parties, this Agreement will be periodically reviewed as specified in Schedule 1.
- 9.3. Ngurratjuta, the NT Government and NIAA may vary this Agreement at any time by agreement in writing.
- 9.4. Ngurratjuta, the NT Government and NIAA will collaborate and negotiate respectfully, openly, honestly and in good faith in the spirit of building trust and a strong, lasting partnership.
- 9.5. If issues arise, the following dispute resolution process should be followed:
- 9.5.1. Any party to this Agreement may raise an issue to the appropriate LDM representatives listed in Schedule 1 Clause 3. The NT Government Regional Executive Director, Regional Manager NIAA and, where necessary, senior officials of nominated NT Government Agencies, will promptly meet with Ngurratjuta representatives to resolve the identified issues;
  - 9.5.2. if it is not possible to achieve a satisfactory resolution, the issue can be referred, with the agreement of the parties, to relevant NT Government agency CEO, to the NT Government Chief Executives Coordination Committee, to the Central Australia Group Manager NIAA or CEO Ngurratjuta;
  - 9.5.3. if the issues are still unable to be resolved, the parties may write to the Chief Minister and the CEO of DCMC and the Deputy CEO (Operations and Delivery) NIAA who will lead a dispute resolution process with relevant agencies; and
  - 9.5.4. if all reasonable attempts in this dispute resolution process fail, the parties may opt to withdraw from the Agreement per clause 3.3 of this Agreement.

## 10. Implementation Framework

- 10.1. The parties acknowledge that any transfer of responsibility for the delivery of NT Government funded services, to Ngurratjuta for a service delivery area:
- 10.1.1. will recognise and meet regulatory and legislative requirements that may be amended from time to time

- 10.1.2. may need to take a staged approach to ensure a successful transition over a period of time;
- 10.1.3. will be supported by an agreed dedicated NT Government resource in accordance with Clause 6.11 and may include other agency support such as training, assets, in-kind assistance and other resources;
- 10.1.4. will be captured in agreed Implementation Plans and, where appropriate, legally binding agreements between the parties
- 10.1.5. 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

- 11.1. Ngurratjuta, the NT Government and NIAA 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.
- 11.2. It is the intention of Ngurratjuta 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.
- 11.3. The NT Government and Ngurratjuta agree that upon signing, this Agreement (including all Schedules) will be published on the websites of the NT Government and Ngurratjuta and remain there until the Agreement comes to an end.
- 11.4. It is also agreed that the NT Government and NIAA 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. Signing

This Agreement is executed by the Parties as a LDM Agreement.

Signed by the Hon. Chansey Paech, Minister for Aboriginal Affairs and Treaty

Hon. Chansey Paech  
Minister of Aboriginal Affairs and Treaty  
Date: ...../...../2024

Signed by the Hon. Selena Uibo, Minister for Local Decision Making

Hon. Selena Uiho  
Minister for Local Decision Making  
Date: ...../...../2024

Signed by Hon. Linda Burney, Minister for Indigenous Australians

Hon. Linda Burney  
Minister for Indigenous Australians - National Indigenous Australians Agency  
Date: ...../...../2024

Witnessed by

..... on behalf of the Australian Government or National Indigenous  
Australians Agency

Signed by Director of Ngurratjuta/Pmara Ntjarra Aboriginal Corporation

Name  
Director  
Date: ...../...../2024

Signed by Director of Ngurratjuta/Pmara Ntjarra Aboriginal Corporation

Name  
Director  
Date: ...../...../2024

Signed by Cameron Miller as an authorised representative of Ngurratjuta/Pmara Ntjarra  
Aboriginal Corporation

Cameron Miller  
Chief Executive Officer  
Date: ...../...../2023

# Schedule 1

## Ngurratjuta – Community Information, Key Contacts, Key Dates and Agreement processes

### 13. Ngurratjuta Background

#### 13.0. History of Ngurratjuta

Ngurratjuta/Pmara Ntjarra Aboriginal Corporation (Ngurratjuta) was incorporated in August 1985 under the *Aboriginal Incorporations Act 1976* before transitioning to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*. Ngurratjuta began as an association of Communities deemed to have been affected by the oil and gas mining operations at Mereenie and Palm Valley.

Ngurratjuta's original purpose was to provide financially independent Aboriginal Communities with Inter-Community Corporations and utilise royalty funds to build an active investment base to protect accumulated royalty funds. It provided a growing income base for the Member Communities and stimulated job opportunities and venture activities for members, while actively supporting community development activities and infrastructure improvements in Member Communities. Across its 38-year history, Ngurratjuta has developed a portfolio of diverse investments and operated enterprises in a variety of industries, including accounting and business services, tourism and hospitality and retail.

#### 13.1. Governance

Ngurratjuta is committed to upholding strong governance principles across all facets of the organisation, enterprises, and investments. A Board of 10 elected Directors from the Luritja and Western Arrernte regions, which is also referred to as the "Ngurratjuta Region" govern Ngurratjuta and provide the organisation with strategic direction and ensure all activities of Ngurratjuta contribute to the overarching strategic goals. The Ngurratjuta Region is shown at Appendix A, together with a full list of the communities and outstations within the region.

#### 13.2. Board

13.2.1. Upon incorporation in 1985, the Ngurratjuta Board of Representatives was established with 10 directors.

13.2.2. The Executive Committee consists of up to five members and was formed to provide a conduit between the Ngurratjuta Board members and the CEO. The Executive Committee and the CEO meet on a regular basis, with the full Board assembled quarterly.

13.2.3. The Executive Directors are:

- Douglas Multa
- Alison Anderson

- Terry Abbott
- Conrad Ratara

13.2.4. The Directors:

- Jennifer Breaden
- Serena Williams
- Neil Peterson
- Serita Lane
- Kieren Multa
- Albert Gallagher

13.2.5. The directors listed in clause 13.3.3 and 13.3.4 were the directors in office at the time of signing the Agreement. It is noted that, in accordance with clause 8.6(a) of Ngurratjuta's Rule Book, directors of Ngurratjuta are elected for two (2) year terms and therefore may change from time to time.

### 13.3. Service Delivery

13.3.1. Ngurratjuta has a long-standing history of quality service delivery and operation of commercial enterprises in accordance with its policies and procedures and in alignment with its strategic plan. Ngurratjuta takes a serious approach to corporate governance to always ensure compliance with statutory obligations.

13.3.2. Ngurratjuta's directors and membership predominantly reside in communities across the Ngurratjuta Region, providing Ngurratjuta management with a direct conduit to these communities, allowing open communication and feedback in respect of services delivered by Ngurratjuta and other service providers.

### 13.4. New Corporation to Deliver Services

13.4.1. By resolution on 22 March 2023, Ngurratjuta resolved to incorporate a new entity, Ngurratjuta Wanka Wilurratja/Alturla Rinya Aboriginal Corporation (**NWWAR**). NWWAR will have one sole Corporate Member, Ngurratjuta, with an inaugural Board of three Ngurratjuta directors and one independent director, being the CEO of Ngurratjuta.

13.4.2. NWWAR's core objectives are outlined in its Rule Book align with those of Ngurratjuta and the NT Government's LDM Framework, including to exercise its power for Community purposes for all Aboriginal people residing in Communities, specified by the Rule Book, in need of assistance to assist the transition of government services to community control.

13.4.3. NWWAR's Rule Book has been drafted to comply with the requirements of the National Regulatory System for Community Housing to allow for registration as a Community Housing Provider.

13.4.4. Whilst not a party to this Agreement, it is intended that NWWAR will be contracted by Ngurratjuta to undertake the service delivery under this Agreement, on Ngurratjuta's behalf. This will be to aid in the distinguishment of Ngurratjuta's commercial investment activities, from the LDM activities. NWWAR will ideally be located in a separate head office in the Alice Springs CBD, for improved accessibility by people from the Ngurratjuta Region who are visiting Alice Springs.

13.4.5. Given the structure of NWWAR's membership and directorship, Ngurratjuta will maintain oversight and ensure the direction of NWWAR remains in alignment to its objectives and the objectives of Ngurratjuta.

## 14. Regional Area

DCMC, Central Australia Region

## 15. LDM Representatives

### 15.1. Ngurratjuta Representative

Cameron Miller  
Chief Executive Officer  
Email: [CameronM@ngur.com.au](mailto:CameronM@ngur.com.au)  
Phone: 8951 1911

### 15.2. NIAA LDM Representative

Byron Matthews  
Regional Manager, Central Australia NIAA  
Email: [Byron.matthews@niaa.gov.au](mailto:Byron.matthews@niaa.gov.au)  
Phone: 8958 4251

### 15.3. NT Government LDM representative

Debra Gray  
Regional Director – Remote Central Australia, DCMC  
Email: [debra.gray@nt.gov.au](mailto:debra.gray@nt.gov.au)  
Phone: 08 8951 5164

Tom King  
Regional Project Officer – Central Australia, DCMC  
Email: [tomas.king@nt.gov.au](mailto:tomas.king@nt.gov.au)  
Phone: 08 8951 5225



## 16. Service Delivery Areas and Partner NT Government Agencies

The list of agencies provided under each Service Delivery Area is for reference only.

16.1. Housing Tenancy, Maintenance, Construction and Government Employee Housing Administration;

- Department of Territory Families Housing and Communities
- The Department of Infrastructure Planning and Logistics (DIPL) has no role in homelands policy, service delivery, or grants management. Homelands Municipal and Essential Services, Housing Maintenance Services and Homelands Special Purpose Grants are the responsibility of the Department of Territory Families, Housing and Communities (TFHC).

16.2. Remote Jobs, Industry and Employment/Training Programmes;

- National Indigenous Australians Agency

16.3. Education attendance, Two-Way learning and Pathways;

- NT Department of Education

16.4. Social, Disability and Welfare;

- Commonwealth Government represented by National Indigenous Australians Agency (refer to clause 8.2)

16.5. Community and Economic Development;

- Department of Chief Minister and Cabinet

16.6. Youth and Families.

- Department of Territory Families Housing and Communities

16.7. Child and Family Centres

- Reform Management Office (RMO)
- Department of Territory Families Housing and Communities (TFHC)
- Department of Chief Minister and Cabinet

## 17. Agreement review dates

17.1. The parties will review this agreement every three years from the date of commencement.

## 18. Meeting protocols

### 18.1. Local Decision Making (LDM) Agreement Meetings

- 18.1.1. LDM Agreement Meetings will be held at least quarterly, in accordance with an annual timetable agreed to beforehand by the NT Government, NIAA and Ngurratjuta, to monitor the progress of objectives under this Agreement.
- 18.1.2. These meetings will canvas any agreement-level matters that arise from time to time, including the relationship between the Parties, major issues, three-yearly reviews of the Agreement, and reporting on the progress of Agreement objectives to NT Government Cabinet, NIAA and Ngurratjuta Board.
- 18.1.3. Meetings will be conducted in English with Luritja and Western Arrernte interpreters available if required.
- 18.1.4. The NT Government, NIAA and Ngurratjuta representatives will attend every meeting and the Ngurratjuta Director will be responsible for chairing meetings.
- 18.1.5. The NT Government, NIAA and Ngurratjuta will each invite a minimum of two additional representatives to attend meetings. In the circumstance where a representative is unavailable, a delegate will be chosen to represent the agency and attend the meeting.
- 18.1.6. LDM Agreement meetings will work towards consensus decisions.
- 18.1.7. Minutes will be taken by DCMC at all meetings in English and circulated to all participants and apologies.
- 18.1.8. Each meeting will have specified goals. At the end of each meeting feedback from all members will provide indication of whether the specified goals were achieved. Action items from the meeting will establish agenda items for next meeting.
- 18.1.9. Commencement of each subsequent meeting will provide feedback on whether action items were completed and, if not, what further action is required.
- 18.1.10. Any changes in Timeframe for Agreement of Implementation Plans are agreed and minuted.
- 18.1.11. The Parties acknowledge that the Central Australia Regional Coordination Committee is an important reference group for LDM. The Parties may choose to align the scheduling of certain LDM Agreement Meetings with certain Central Australia Regional Coordination Committee meetings.

## 18.2. Implementation Plan Meetings

- 18.2.1. The Parties will hold Implementation Plan Meetings for each Schedule 2 priority at the time and as often as is required to adequately manage the development and carrying out of the Implementation Plans under this Agreement.
- 18.2.2. The NT Government and NIAA representative will be responsible for organising Implementation Plan Meetings with the responsible NT Government Agencies and Ngurratjuta and other agreed nominated organisations.
- 18.2.3. Meetings will be conducted in English with Luritja and Western Arrernte interpreters available if required.
- 18.2.4. The nominated NT Government NIAA representative and Ngurratjuta representatives will attend every meeting.
- 18.2.5. Implementation meetings will work towards consensus decisions.
- 18.2.6. Minutes will be taken at all meetings in English and circulated to all participants and apologies.
- 18.2.7. Each meeting will have specified goals. At the end of each meeting, feedback from all members will provide indication of whether specified goals were achieved. Action items from the meeting will establish agenda items for next meeting.
- 18.2.8. Commencement of the next meeting will provide feedback on whether action items were completed and, if not, what further action is required.

## 19. Milestones and Performance

- 19.1. Each Implementation Plan to deliver the outcomes for each of the service delivery area in Schedule 2 will include a work plan that has key performance indicators and milestones which are linked to the transfer of responsibility and funding arrangements.
- 19.2. Timeframes for agreement of an Implementation Plan for each LDM priority are set out in the respective individual service delivery area schedules.

## 20. Monitoring and Evaluation

- 20.1. The NT Government and Ngurratjuta agree that a concise monitoring report will be referenced in the annual reports and included on the websites of the DCMC and Ngurratjuta, which is tabled in the NT Legislative Assembly. The monitoring report will:
  - 20.1.1. be prepared and agreed jointly; and
  - 20.1.2. include information on the progress against the Implementation Plan and milestones therein.

20.2. An evaluation of the extent to which the vision, objectives and outcomes of this Agreement, including the schedules, have been achieved will form the basis of the review proposed at the three year point.

20.3. The evaluation will:

- 20.3.1. be conducted by independent experts following a competitive tender process;
- 20.3.2. The expert appointed will be mutually agreed by the parties;
- 20.3.3. be funded jointly by the parties, subject to approval;
- 20.3.4. have a strong focus on obtaining and evaluating the views of the communities and their organisations; and
- 20.3.5. be published.

# Schedule 2

Schedule 2 lists the priority service delivery areas that are agreed to by the NT Government, NIAA and Ngurratjuta, to work towards the transfer of control and responsibility of services to Ngurratjuta, managed over a series of phases.

Schedule 2 outlines Stage 1 of the Agreement, which will see the transition of agreed service delivery areas for the communities of Papunya, Mt Liebig and Haasts Bluff, and their associated outstations. Each of the Stage 1 communities and outstations are located within the Haasts Bluff Aboriginal Land Trust.

A reference to funded outstations and funded dwellings in this Schedule 2 is for information only and will not preclude currently unfunded outstations from future service provision, subject to negotiation. A full list of the outstations and communities relevant to the Agreement is listed at Appendix A.

## 1. Stage 1 Communities

### 1.0. Papunya

- 1.0.1. Papunya is located approximately 240 kilometres northwest of Alice Springs.
- 1.0.2. There are a total of 51 community dwellings and 17 GEH dwellings in Papunya.
- 1.0.3. There are five funded outstations which surround Papunya. There are 18 funded dwellings across the five outstations. MacDonnell Regional Council are currently the funded service provider to deliver the homelands/outstation program.

### 1.1. Haasts Bluff

- 1.1.1. Haasts Bluff is located approximately 227 kilometres west of Alice Springs.
- 1.1.2. There are a total on 16 community dwellings and 6 GEH dwellings in Haasts Bluff.
- 1.1.3. There are four funded outstations which surround Haasts Bluff. There are 12 funded dwellings across the four outstations. MacDonnell Regional Council are currently the funded service provider to deliver the homelands/outstation program.

### 1.2. Mount Liebig

- 1.2.1. Mount Liebig is located approximately 325 kilometres west of Alice Springs.
- 1.2.2. There are 29 community dwellings and 10 GEH dwellings in Mt Liebig.
- 1.2.3. There are four funded outstations which surround Mt Liebig. There are a total of 9 funded dwellings across the four outstations. MacDonnell Regional Council are currently the funded service provider to deliver the homelands/outstation program.

Services will also be offered to the Kintore Community and associated outstations as a part of Stage 1 should the community request this. It is noted that Kintore has no currently funded outstations and no currently funded dwellings in the Kintore Region however this statement is for information only and does not preclude service provision should funding and services be negotiated under in future.

## 2. Housing

### Community Housing

The proposed model in the Agreement aligns with the approach in the Northern Territory Community Housing Growth Strategy - Remote Community Housing growth stream. Stage 1 includes the transition of a maximum of 145 dwellings to a Community Housing Model.

Housing and Tenancy Management at Papunya, Haasts Bluff and Mt Liebig is currently managed directly by the TFHC Central Australia regional office. There are currently no property and tenancy management contracts in place for remote public housing at Papunya, Haasts Bluff and Mt Liebig. The delivery of essential services at Papunya, Haasts Bluff and Mt Liebig is the responsibility of Power and Water Corporation, with service contracts awarded through a competitive tendering process.

In surrounding homelands, housing is not leased, owned or managed by TFHC Housing. There are no housing or tenancy management services provided for homelands, and there is no panel contract through either TFHC or DIPL for the provision of qualified repairs and maintenance works for homelands. Currently, TFHC have a two year grant funding agreement with MacDonnell Regional Council (MRC) for the delivery of housing, municipal and essential services to homelands in the Papunya, Haasts Bluff and Mt Liebig regions expiring 30 June 2025. The contract will remain in place, unless MRC voluntarily agree to start transitioning selected locations prior to the contract end date.

### Repairs and Maintenance

DIPL provides property services, via DIPL panel contractors, to TFHC in remote communities in Central Australia, including 129 RCH and GEH assets in Haasts Bluff, Mt Liebig and Papunya, as summarised below:

Community	Remote Housing	Community Housing	Government Housing	Employee	Total
Haasts Bluff	16		6		22
Papunya	51		17		68
Mt Liebig	29		10		39
<b>Total</b>	<b>96</b>		<b>33</b>		<b>129</b>

A summary of the Our Community. Our Future. Our Homes. program status is provided below:

Community	Homebuild		Room to Breathe	
	Programmed	Completed	Programmed	Completed
Haasts Bluff	10 homes (30 bedrooms)	0	0	0
Mt Liebig	12 homes (47 bedrooms)	3 homes (10 bedrooms)	11 homes (11 bedrooms)	11 homes (11 bedrooms)
Papunya	10 homes (39 bedrooms)	4 homes (15 bedrooms)	21 homes (30 bedrooms)	13 homes (18 bedrooms)
<b>Total</b>	<b>32 homes (116 bedrooms)</b>	<b>7 homes (25 bedrooms)</b>	<b>32 homes (41 bedrooms)</b>	<b>24 homes (29 bedrooms)</b>

Outcome	Partner Agencies	Timeframe
Ngurratjuta to obtain community housing accreditation	Ngurratjuta	12 months
Ngurratjuta to obtain contractor accreditation	Ngurratjuta	12 months
Panel contract for the provision of trade qualified repairs and maintenance works for communities	Ngurratjuta TFHC DIPL	
Municipal and essential services contract for communities	Ngurratjuta MRC - municipal services PWC - essential services	12 months
Transition of housing and tenancy management to a community housing model delivered and managed by Ngurratjuta	Ngurratjuta TFHC	30 June 2024
Contract for construction of new housing	Ngurratjuta DIPL	TBC
Government Employee Housing (GEH) Administration	Ngurratjuta TFHC (GEH)	12 months
Panel contract for the provision of trade qualified repairs and maintenance works for outstations	Ngurratjuta TFHC	
Housing, municipal and essential services contract for outstations (5 mile bore, Amundurrgua, Atji Creek, Blackwater, Green Valley, Mbunghara, New Bore, Ngankiritja, Ngunga/Ngunpa, Town Bore, Ulambara, Utily, Warren Creek, Warumpi,)	Ngurratjuta TFHC	30 June 2025
Housing, municipal, and essential services upgrades (Homelands and Housing Infrastructure upgrade program)	Ngurratjuta TFHC	
Identify options for Industry Housing to support the Child and Family Centre Manager	Ngurratjuta TFHC (GEH) RMO	6-12 months

### 3. Education

The Department of Education is committed to continuing to grow our connection with young people, families and communities to engage every child in learning.

A goal from the Department of Education's *Engagement Strategy 2022-2031* is for families and education services to work together to ensure all children get the best start to learning and are supported and encouraged to continue their learning journey. This goal is in alignment with the commitments outlined in this LDM plan. Further to this, an action of this goal is to build on current work to implement models of local decision making in all schools, focussed on improvement and ensuring everyone has a say in key decisions on how the education services operations and also to work with communities to identify way cultural



learning can be recognised in and through the curriculum. The outcomes detailed below will enable these actions.

A summary of each school detailed in this plan's population, current Local Engagement and Decision Making Committee status, Indigenous Languages and Culture program status and training opportunities is as follows:

### **Papunya School**

Papunya School is a remote school and caters for students from Families as First Teachers (FaFT) to Year 11. The school has an Index of Community Socio-Educational Advantage (ICSEA) of 578 which is well below the Australian average of 1000. 100% of the student population are Indigenous with 98% of this cohort speaking a language other than English at home.

The school consults with families and students, through focus group conversations, community meetings to give community a voice at Papunya School. They are considering forming a Local Engagement and Decision-Making (LeAD) committee.

Certificate I in Retail, Certificate I in Conservation and Ecosystem Management and Certificate I in Hospitality are offered to students at the school.

### **Haasts Bluff School**

Haasts Bluff School is a very remote school and caters for students from preschool to Year 7. In 2022, the school had an ICSEA of 664 which is well below the Australian average of 1000. 100% of the student enrolment are Indigenous with 87% of this cohort speaking a language other than English at home. The rate of student mobility in 2022 was 283% and students were highly mobile between Haasts Bluff School and other schools in the region including Kintore, Mt Liebig, Papunya and communities within the APY lands and remote Western Australia.

The school has established a LeAD committee. There is currently an Indigenous Languages and Culture (Luritja) program at Haasts Bluff School.

Certificate I in Retail, Certificate 1 in Conservation and Ecosystem Management and Certificate I in Hospitality are offered to students at the school.

### **Watiyawanu School**

Watiyawanu School is a very small remote school and caters for students from 5 – 17 years of age, across three multi-year level classes (T-3, 3-6, 7-12). In 2022, the school had an ICSEA of 595, which is well below the Australian average of 1000. 100% of the student population is Indigenous with 100% of this cohort speaking a language other than English at home.

The school has established LeAD committee. There is currently an Indigenous Languages and Culture (Luritja) program at Watiyawanu School.

Certificate I in Retail, Certificate I in Conservation and Ecosystem Management and Certificate I in Hospitality are offered to students at the school.

## Enrolment and Attendance Data

Enrolment and attendance data is collected eight times per year at the beginning and end of each term. In each term the first reporting period covers weeks 1 to 4 and the second reporting period covers weeks 5 to 8. The average enrolment number is the average enrolments of students over the four-week reporting period. The attendance rate is the proportion of time students attend compared to the time they are expected to attend during the four-week period.

Enrolment and attendance data Papunya, Haasts Bluff and Mt Liebig is as follows:

NT Government School	Term 3 2022 Average enrolment	Term 3 2022 Attendance rate	Term 3 2021 Average enrolment	Term 3 2021 Attendance rate
Papunya School	99	29.9%	108	24.8%
Haasts Bluff School	16	64.8%	20	49.2%
Watiyawanu (Mt Liebig) School	50	45.6%	63	51.1%

Outcome	Partner Agencies	Timeframe
Development of Two-Way learning and pathways within schools:	Ngurratjuta DoE	6-12 months
Employment of language speaking staff in schools	Ngurratjuta DoE	6-12 months
Development and implementation of school trips that involve families and visits to outstations	Ngurratjuta DoE	6-12 months
Providing input, consultation, feedback and support into Education funding strategies	Ngurratjuta DoE NIAA	6 months
Develop and implement Junior Ranger Program	Ngurratjuta DoE NIAA	6 months

## 4. Social, Disability and Welfare

Outcome	Partner Agencies	Timeframe
Ensuring a referral process is developed through the Papunya Child and Family Centre through to NDIS  <b>Additional:</b> Support the establishment of structured referral pathways for service provision encompassing Social, Emotional, Wellbeing and Disability Services	Ngurratjuta RMO NTG NIAA (will seek relevant agency clause 8.2)	6-12 months

<p><b>Additional:</b> Support the development and execution of the service delivery model for the Child and Family Centre</p>		
<p>Night patrol and community safety network, including engaging with Police, justice and other relevant agencies                  Stage 1 - reference point for improving current services                  Stage 2 - service delivery</p>	<p>Ngurratjuta                  PFES                  AGD</p>	<p>Stage 1 - 6 months                  Stage 2 - 12-18 months</p>

## 5. Community and Economic Development

Outcome	Partner Agencies	Timeframe
Access to workforce development grants, and explore opportunities under Australian Government employment programs (e.g. CDP or New Jobs)	Ngurratjuta DITT NIAA	12 months
Explore opportunities to develop CDP programs and training opportunities	Ngurratjuta NIAA	12 months
Identify economic development opportunities within the Ngurratjuta Region for referral to appropriate agencies for support	Ngurratjuta NIAA NTG DITT	12 months
Identify infrastructure required for enabling economic development within the Ngurratjuta Region, including transport and communications	Ngurratjuta NIAA NTG DIPL DCDD	12 months
Explore opportunities to Coordinate Ranger Programs	Ngurratjuta NIAA	12 months
Performance of Native Title Representative Body Functions	Ngurratjuta NIAA	12 months
Identify the necessary infrastructure to facilitate the establishment of the Child and Family Centre	Ngurratjuta NTG TFHC	6- 12 months

## 6. Youth

The Northern Territory Government through the Department of Territory Families, Housing and Communities provide the following youth services:

TFHC invests in place-based services programs, services, and infrastructure that can respond effectively to issues affecting young people, such as Community Youth Diversion.

Community Youth Diversion provides case management intervention and program options for young people who are assessed as suitable, and consent to Pre-Court Youth Diversion. The program aims to divert young people away from the formal youth justice system and is delivered by MacDonnell Regional Council (MRC) through a five year funding agreement.

Areas of service include Amoonguna, Areyonga, Haasts Bluff, Hermannsburg, Kintore, Mount Liebig, Papunya, Santa Teresa and Titjikala.

Outcome	Partner Agencies	Timeframe
Explore opportunities for Youth programs and act as a reference point to provide feedback, consultation and input into the implementation and evaluation process of Youth programs	Ngurratjuta NIAA NTG	
Support the Development and execution of the service delivery model for the Child and Family Centre	Ngurratjuta NTG TFHC	3-6 months

## Schedule 3

Schedule 3 forms Stage 2 of the LDM Agreement and will focus on the communities of Ntaria, Wallace Rockhole, Areyonga and their associated outstations.

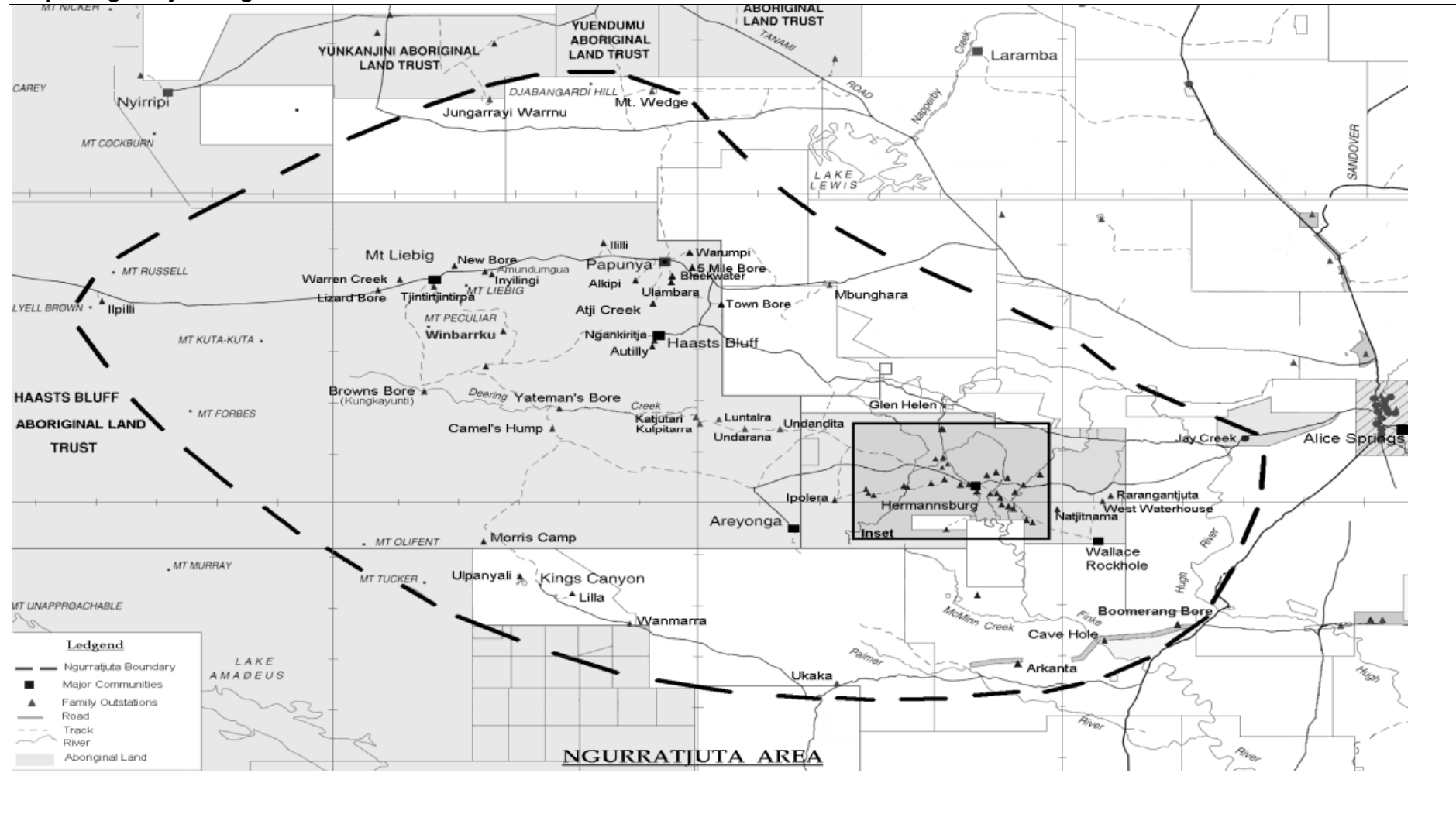
The Ntaria region currently includes the 32 Hermannsburg/Tjuwanpa homelands serviced by the Tjuwanpa Outstation Resource Centre.

Ngurratjuta will continue negotiations with the NTG and NIAA on Schedule 3.

**Timeframe TBC**

# Appendix A - The Ngurratjuta Region

Map of Ngurratjuta Region



**Communities & Outstations of the Ngurratjuta Region**

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Areyonga	Undurana A	Jay Creek - Iwuapataka	Atji Creek
Haasts Bluff	Undurana C	Merralntarrakala	Kungkayunti - Browns Bore
Hermannsburg	Gilbert Springs	Rutjingka	Town Bore
Mount Liebig	Ipalala	Ulpunda	Autili - Utily
Papunya	Lyilyalanama	Katjutari	Winbarrku
Wallace Rockhole	Yapalpa - Glen Helen	Labrapuntja	Warren Ck
Tnawurta	5 Mile (Hermannsburg)	Ungkurpma	Mereenie
Kulpitjarra	Liltjera	Outstations	Tjintirtjintirra
Luuntjarra	Ltira	Ilamurta	Warumpi - 3 Mile
Kapilya	Old Station	Ukaka (Kurkawatja)	5 Mile (Papunya)
8 Mile	Natjitnama	Lilla	New Bore
West Waterhouse	Motna's	Wanmarra	Amundurngu Spring
Tnyimpirta	Red Sandhill	Ulpanyali	Inyilingi
Arrkapa	Rodna	Ulpanyali	Blackwater
Ilkarrilama	Antjukara - Sugar Creek	Taputa - Lizard Bore	Mbunghara
Importna	Yateman's Bore	Inyupanti	Ulumbara
Tjamangkura	Kwala	Upunu	Mt Wedge - Karrinyarra
Ipolera	Intiyamangama	Kurklitjunyi	Ilpili
Injartnama	Armstrong's	Manyiri	Nguurnpa
Alkgnarrintja	Ntakarra	Ngangkaritja	