

# COMMITMENT AGREEMENT FOR LOCAL DECISION MAKING

Made by the **NORTHERN TERRITORY GOVERNMENT (NTG)** for the benefit of the **Mutitjulu Community Aboriginal Corporation ICN 4611 (MCAC)** and the **Mutitjulu Community**.

## 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 for Aboriginal communities and seeks to transition services and programs to community control.
- (c) The NTG is developing and implementing the LDM Framework to deliver and support LDM, which consists of the LDM Policy, Operational Guidelines and Tools and Templates.
- (d) The Community representatives have the support of the Community to work with the NTG to progress LDM priorities.

## 2. PURPOSE

The purpose of this agreement is to:

- (a) Document the commitment by the NTG and MCAC to work together to guide the development and implementation of LDM; and
- (b) More formally identify the services which MCAC wish to have more control over and have relevant NTG agencies commit to sharing information with MCAC so as to decide how this control and involvement might be achieved.

## 3. COMMITMENT

- (a) The NTG is committed to partnering with Aboriginal communities in a meaningful way to determine the shape and control in service delivery areas such as, but not limited to, local healthcare, schools, justice systems, local government, housing, employment, economic development and the community as set out in the LDM Framework.
- (b) The development of a more detailed LDM Heads of Agreement and its overall implementation will be driven by MCAC at their pace.
- (c) The NTG and MCAC will work together on the basis of the LDM guiding principles, which are self-determination, place-based, flexible, co-design and community control.
- (d) Initial priorities for the development of the Mutitjulu Local Decision Making Agreement will be based on the already identified services outlined in the MCAC Strategic Plan.
- (e) The LDM set of principles align with the Aboriginal Peak Organisations Northern Territory (APO NT) Partnership Principles released in October 2013.

## PROCESS

- (a) The Regional Executive Director from the Department of the Chief Minister and Cabinet (CMC) with the NTG Regional Coordination Committee will coordinate the progression of this agreement.
- (b) The MCAC CEO, MCAC community board members, CMC Regional Executive Director and Regional Project Officer will meet regularly to oversee the progress of the agreement between government and MCAC.
- (c) External stakeholders and NTG agencies relevant to a nominated service delivery area will nominate representatives with appropriate decision making authority, who will attend and actively participate in meetings with MCAC.
- (d) MCAC 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 parties within the Mutitjulu Community.
- (e) The representatives will report back to the NTG with honest and direct feedback about progress and issues raised by the MCAC community board members,
- (f) The NTG and MCAC community board members, will continue to develop and progress their current identified service delivery areas they would like to progress listed in their Strategic Plan. Negotiations for locally based decisions about service delivery will continue with a revised Strategic Plan for the future they would like to progress negotiations for locally based decisions about service delivery.
- (g) To ensure currency of the relationship between NTG and MCAC, this Agreement ends when a more detailed Heads of Agreement is entered into, or three years from date of signing. If there are service delivery areas that have not been sufficiently considered for community control or new service areas of interest, a new agreement should be negotiated with relevant NTG agencies, three months prior to the Agreement end date.
- (h) The NTG and MCAC 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.
- (i) The NTG and MCAC will actively engage with other relevant Federal Government agencies to encourage a broader whole of service delivery approach across remote service delivery and community development.
- (j) All parties acknowledge there will be other major stakeholders and agencies identified in the LDM agreement process once service responsibilities are recognized, these stakeholders and agencies will need to be noted in the LDM agreement as a partner.

## 4. MAINTAINING THE PARTNERSHIP

- (a) The NTG and MCAC will collaborate and negotiate respectfully, openly, honestly and in good faith in the spirit of building trust and a strong and lasting partnership.
- (b) If issues arise, the CMC Senior Executive Director and MCAC CEO will work with the MCAC community board member representatives to resolve the issue and, if no satisfactory outcome is achieved, will refer the issue to the Regional Coordination Committee, which may escalate the issue to the Chief Executive Coordination Committee.

## 5. LEGAL FRAMEWORK

The NTG and MCAC acknowledge that any transfer of responsibility to MCAC for a service delivery area:

- (a) will recognise and meet existing regulatory, legislative and Commonwealth requirements;
- (b) may take a staged approach in order to ensure a successful transition over a period of time;
- (c) will be supported by an agreed dedicated NTG financial commitment and other NTG agency support, which may include training, assets, in-kind support or other resources;
- (d) will be captured in a formal legal contract with an organisation (or more than one) with authority to act on behalf of the Communities that has:
  - (i) the legal capacity to enter into the contract;
  - (ii) an appropriate and robust local governance structure, which represents the views of the whole community; and
  - (iii) the resources, capacity, experience and expertise to deliver the service or the capacity to develop those things; and
- (e) 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.

6. SIGNING

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| <p>Signed by the Hon. Chansey Paech Deputy Chief Minister, on behalf of the Northern Territory Government</p>  <p>.....<br/>         Hon. Chansey Paech<br/>         Deputy Chief Minister<br/>         Date: 26 / 7 / 2024</p> | <p>Signed by the Hon. Selena Uiibo, Minister for Treaty and Local Decision Making</p>  <p>.....<br/>         Hon. Selena Uiibo<br/>         Minister for Treaty and Local Decision Making<br/>         Date: ..... / ..... / 2024</p>                     |
| <p>Signed by Dorethea Randall, Board Chair of Mutitjulu Community Aboriginal Corporation</p>  <p>.....<br/>         Board Chair<br/>         Date: 26 / 7 / 2024</p>  | <p>Signed by Robert Drew, Mutitjulu Community Aboriginal Corporation, Chief Executive Officer.</p>  <p>.....<br/>         Chief Executive Officer<br/>         Date: 26 / 7 / 2024</p>   |
| <p>Signed by Sammy Wilson, Director of Mutitjulu Community Aboriginal Corporation</p>  <p>.....<br/>         Director<br/>         Date: 26 / 7 / 2024</p>  | <p>Signed by Rita Okai, Director of Mutitjulu Community Aboriginal Corporation</p>  <p>.....<br/>         Director<br/>         Date: 26 / 7 / 2024</p>   |
| <p>Signed by Leroy Lester, Director of Mutitjulu Community Aboriginal Corporation</p>  <p>.....<br/>         Director<br/>         Date: 31 / 7 / 2024</p>  | <p>Signed by Nyinku (Vicky) Jingo, Director of Mutitjulu Community Aboriginal Corporation</p>   <p>.....<br/>         Director<br/>         Date: 26 / 7 / 2024</p> |

SCHEDULE 1

Commitment Schedule

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| <p><b>The Community</b></p>                   | <p>Mutitjulu Community is located at the base of Uluru within the Uluru-Katajuta National Park, home to the Anangu people. Predominantly Pitjantjatjara, Yankunytjatjara, Ngaanyantjarra and Lurita speaking tribe groups.</p> <p><b>Mutitjulu Community Aboriginal Corporation</b><br/>The MCAC board is governed by a fully Indigenous Board which is usually made up of four female and four male Directors plus a Chairperson of either gender.</p>  |
| <p><b>Community Representatives</b></p>       | <p><b>Mutitjulu Community Aboriginal Corporation</b></p> <p><b>Board Chairperson</b></p> <ul style="list-style-type: none"> <li>• Dorethea Randall</li> </ul> <p><b>Director</b></p> <ul style="list-style-type: none"> <li>• Sammy Wilson</li> </ul> <p><b>Director</b></p> <ul style="list-style-type: none"> <li>• Rita Okai</li> </ul> <p><b>Director</b></p> <ul style="list-style-type: none"> <li>• Leroy Lester</li> </ul> <p><b>Director</b></p> <ul style="list-style-type: none"> <li>• Nyinku (Vicky) Jingo</li> </ul> <p><b>Chief Executive Officer</b></p> <ul style="list-style-type: none"> <li>• Robert Drew</li> </ul> <p><b>Executive Assistant</b></p> <ul style="list-style-type: none"> <li>• Charlotte Allen</li> </ul> <p><b>Operations Manager</b></p> <ul style="list-style-type: none"> <li>• Geoff Bradfield</li> </ul> <p><b>Community Liaison Officer</b></p> <ul style="list-style-type: none"> <li>• Dorethea Randall</li> </ul> <p><b>Ininti Café and Souvenirs, Manager(s):</b> Dani Mercer and Connor Mercer</p> <ul style="list-style-type: none"> <li>• Retail and Café Attendants: 10-15 Casual Positions.</li> </ul> <p><b>Walkatjara Arts Centre Manager:</b> Nancy Green</p> <ul style="list-style-type: none"> <li>• Gallery and Studio Assistants: 3x Full Time Positions</li> </ul> <p><b>Community Safety Patrol Manager:</b> Andrew Sua</p> <ul style="list-style-type: none"> <li>• 10-15 Casual Positions.</li> </ul> <p><b>Municipal Services Team Leader:</b> <i>Vacant</i></p> <ul style="list-style-type: none"> <li>• 6x Casual Positions</li> </ul> <p><b>Housing Maintenance Manager:</b> Colin Addison</p> <ul style="list-style-type: none"> <li>• 3x Vacant</li> </ul> |
| <p><b>CMC Regional Executive Director</b></p> | <p>John Gaynor</p>   |
| <p><b>Milestones and Milestone Dates</b></p>  | <p>The aim of this agreement is to set out the process for the development of the Mutitjulu Local Decision Making agreement.</p>   |

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|   | <p>The parties agree to work towards achieving the following milestones:</p> <ul style="list-style-type: none"> <li>• Signed statement of Commitment.</li> <li>• LDM Heads of Agreement: Including priority service schedules.</li> </ul>  |
| <p><b>Current Target Service Delivery Areas</b></p> | <p>MCAC already have a strong presence of community control within Mutitjulu</p> <ul style="list-style-type: none"> <li>• Ininti Store – ALPA</li> <li>• Ininti Café and Souvenirs</li> <li>• Community Safety Services</li> <li>• Walkatjara Art Centre</li> <li>• Mutitjulu Liaison Office</li> <li>• Housing Maintenance for CEO NTG Housing assets</li> <li>• Municipal Services</li> </ul> <p>Four key high level goals:</p> <p><b>Strong Mutitjulu</b></p> <ul style="list-style-type: none"> <li>• Healthy Culture</li> <li>• Training and knowledge</li> <li>• Positive Partnerships</li> <li>• Advocacy</li> </ul> <p><b>Strong MCAC</b></p> <ul style="list-style-type: none"> <li>• Good Governance</li> <li>• Board leadership</li> <li>• Financial Success</li> <li>• Staff/Employment opportunities.</li> <li>• Open Communication</li> <li>• Our profile</li> </ul> <p><b>Good Business</b></p> <ul style="list-style-type: none"> <li>• Walkatjara Art Centre</li> <li>• Initi Café and Souvenirs</li> <li>• Initi Store</li> <li>• Business Centre</li> <li>• Emerging Opportunities</li> </ul> <p><b>Good Services</b></p> <ul style="list-style-type: none"> <li>• Municipal Services</li> <li>• Community Safety</li> <li>• Healthy Community</li> <li>• Clean Community</li> <li>• Community Development</li> </ul> |