

# Memorandum of Understanding

Strathbogie Shire Council &  
Taungurung Land and  
Waters Council



## Memorandum of Understanding

This **Memorandum of Understanding** is made on the  
28<sup>th</sup> day of October 2021

Between: **TAUNGURUNG LAND AND WATERS COUNCIL**, of  
37 High St, Broadford VIC 3658 (TLaWC)

and: **STRATHBOGIE SHIRE COUNCIL** of 109A Binney St,  
Euroa, VIC 3666 (Council)

**Please note:** Throughout this documents Taungurung Land and Waters Council will be written as “TLaWC” and Strathbogie Shire Council will be referred to as “Council”

## 1. Background

- 1.1 The Strathbogie Shire Council (Council) is local government body responsible for the administration of the municipal area of Shire of Strathbogie under the *Local Government Act 1989*.
- 1.2 Taungurung Land and Waters Council (TLaWC) is the corporate representative of the Taungurung people, the first nation and Traditional Owners of the lands north of the Dividing Range, bounded by the Campaspe River in the west, the Ovens River in the east.
- 1.3 Those areas administered by the Council, and the traditional lands of the Taungurung, overlap and correspond, meaning that both parties have an interest in caring for country, and in building a relationship of trust and resilience.
- 1.4 The Council also acknowledges and is committed to meeting Australia's obligations arising out of the United Nations Declaration on the Rights of Indigenous Peoples as reproduced in Annexure 1.
- 1.5 In a spirit of reconciliation and partnership, the Council and TLaWC enter into this MOU, to govern their interactions, and to build practical and mutually beneficial connections.

## 2. Definitions and Interpretations

- 2.1 In this MOU, unless the context otherwise requires:
  - (a) **Aboriginal Cultural Heritage** has the same meaning as in the Victorian Aboriginal Heritage Act 2006 (Vic).
  - (b) **Council** means the Strathbogie Shire Council, being the local government body responsible for the administration of the municipal area of Shire of Strathbogie under the Local Government Act 1989 and 2020.
  - (c) **MOU** means this Memorandum of Understanding.
  - (d) **Principles** means those guiding principles forming the basis of the mutual commitment and relationship between the parties and set out in clause 3.1.
  - (e) **Registered Aboriginal Party** has the same meaning as in the Victorian Aboriginal Heritage Act 2006 (Vic).
  - (f) **Taungurung Country** for the purposes of this MOU, means that land for which TLaWC is the appointed Registered Aboriginal Party, as shown in the map at Annexure 2.
  - (g) **TLaWC** means the Taungurung Land & Waters Council.

## 3. Principles

- 3.1 This MOU is underpinned by the principles, which establish the basis for the mutual commitment and relationship between the parties. The principles are as follows:
  - (a) The Taungurung people are acknowledged as the first peoples, and Traditional Owners of Taungurung Country.

- (b) The arrival of non-Aboriginal people to Taungurung Country brought massive change to the landscape and way of life of the Taungurung people.
- (c) The Council desires to address the past and embrace the process of reconciliation and truth telling.
- (d) TLaWC and the Council are committed to working together to support, knowledge and respect the Taungurung people's self-determination.
- (e) The Council respect, and hold in strong regard the Aboriginal Cultural Heritage, traditions, customs and beliefs of the Taungurung people.
- (f) The parties agree that improvements in Aboriginal participation, health and wellbeing outcomes will realise long term benefits for the community as a whole.
- (g) Council supports the recognition of Aboriginal sovereignty in the Australian constitution.
- (h) Council supports the notion of treaty as proposed by the Victorian State Government and Traditional Owners.

## **4. Acknowledgement of legal rights and obligation**

4.1 TLaWC acknowledges that the Council has legal rights and obligations:

- (a) in its role as a local government body under the *Local Government Act 2020* and as a *Planning Authority* and *Responsible Authority* under the *Planning and Environment Act 1987*; and
- (b) by its appointment as the committee of management for various parcels of Crown Land, under the *Crown Land (Reserves) Act 1978*, and potentially other Victorian legislation.

4.2 The Council acknowledges that TLaWC has legal rights and obligations:

- (a) with respect to the management and protection of Aboriginal Cultural Heritage through its appointment as the Registered Aboriginal Party under the *Victorian Aboriginal Heritage Act 2006 (Vic)*; and
- (b) with respect to native title rights and interests and has entered into a Recognition and Settlement Agreement (RSA) with the State of Victoria under the *Traditional Owner Settlement Act 2010*, which provides it certain rights with respect to the development and use of Crown Land.

4.3 The parties agree to:

- (a) respect the legal rights and obligations of the other; and
- (b) work together in good faith, and where possible, to assist the other party to meet its legal obligations, and realise its rights, under legislation.

## **5. Specific Acknowledgements and Commitments**

5.1 Consistent with the Principles, TLaWC and the Council each make the following specific acknowledgements and commitments to each other:

(a) **TLaWC:**

- (i) acknowledges and respects the ongoing interests and rights of all peoples in the Shire of Strathbogie;
- (ii) will work with Council in developing accessible and appropriate local government services for the benefit of Aboriginal people and therefore the whole community;
- (iii) will work together with Council so that programs and services have a greater opportunity to create sustainable change;
- (iv) will work together with, and educate, Council on local Aboriginal Cultural Heritage matters and opportunities for improved Council practice; and
- (v) will act to comply in good faith with all relevant legislation, including the:
  - (A) *Native Title Act 1993 (Cth)*;
  - (B) *Traditional Owner Settlement Act 2010 (Vic)*; and
  - (C) *Victorian Aboriginal Heritage Act 2006 (Vic)*.

(b) **Council:**

- (i) acknowledges and respects the ongoing interests and rights of the Taungurung people;
- (ii) is committed to working with TLaWC and supporting the efforts of non-Aboriginal people in understanding Aboriginal culture and values;
- (iii) will advocate for the rights and interests of the Taungurung people and promote the principles of reconciliation;
- (iv) will promote Taungurung cultural heritage in a way that is desired by and respectful to Taungurung People;
- (v) is committed to working towards the implementation of all the actions listed in schedule 5 'Local Government Engagement Strategy' of the RSA, as reproduced in annexure 3;
- (vi) will consult with TLaWC prior to any proposed high or low impact works being undertaken by the Council within Aboriginal Sensitivity zones and commits to adopting any reasonable advice provided by TLaWC arising from these consultations (*and both parties will work towards developing agreed guidelines for providing exemptions for some low impact works with standard conditions, within 12 months of signing this MOU*);
- (vii) will ensure any planning permit application proposing high or low impact works to be undertaken in Aboriginal Sensitivity zones will require the planning permit applicant consult with TLaWC, and adopt any TLaWC's reasonable advice consistent with relevant legislation which may arise from these consultations, as a pre-condition to the Council granting approval for any such planning permit (*and both parties will work towards developing agreed*

*guidelines for providing exemptions for some low impact works with standard conditions, within 12 months of signing this MOU);*

- (viii) is committed to working towards establishing a framework to support increased participation by the Taungurung people in Council decision-making;
- (ix) commits to ensure the consideration of local Taungurung issues as part of any review process for Council programs and services;
- (x) will acknowledge traditional owners of the land before each Council meeting and at civic receptions;
- (xi) will permanently fly the Aboriginal flag at each Council office, building and service centre;
- (xii) will acknowledge the traditional owners of the land through digital platforms
- (xiii) will act to comply in good faith with all relevant legislation, including the:
  - (A) *Native Title Act 1993 (Cth)*;
  - (B) *Traditional Owner Settlement Act (2010) (Vic)*; and
  - (C) *Victorian Aboriginal Heritage Act 2006 (Vic)*.

## 6. Procurement

### 6.1 In an order to:

- (a) support TLaWC's aspirations to achieve economic independence for the Taungurung people; and
- (b) support local business, and local jobs;

The Council will provide TLaWC with the opportunity to apply for contracts providing works or services to the Council and develop a "weighting system" within its procurement guidelines to assist TLaWC in achieving goals (a) and (b) above, while acknowledging Council's obligations to ensure value for money under the Local Government Act 2020, the need to comply with the provisions of Council's Procurement Policy and Council's obligations to comply with the National Competition Policy and Principles.

### 6.2 TLaWC will provide the Council with information in writing as to what service it is able to provide, and following receipt of this information, the Council will provide TLaWC (or any subsidiary of TLaWC) with:

- (a) an opportunity to provide a quote, as part of any broader competitive quotation or tender process; and
- (b) opportunities to undertake any such contract in accordance with 6.1 above;

for any works or services Council requires, and which TLaWC can provide at the same or similar standard, quality and price to other providers of those works or services.

## 7. Implementation of the MOU

- 7.1 The responsibility for ensuring the implementation, progression and fulfilment of this MOU is held by the Chief Executive Officer of each party on behalf of their respective organisations.
- 7.2 Each party nominates the person below to be the principal contact responsible for the day to day management of the MOU, and who will additionally be responsible for monitoring and reporting on the MOU's progress:

Party	Principal Contact
<b>TLaWC</b>	Mathew Burns CEO 37 High St, Broadford VIC 3658 <a href="mailto:CEO@Taungurung.com.au">CEO@Taungurung.com.au</a> (03) 5784 1433
<b>Council</b>	Amanda Tingay Director Community and Planning 109A Binney Street Euroa VIC 3666 (03) 57950000

## 8. Resourcing and engagement

- 8.1 The parties agree to provide reasonable resourcing to the nominated principal contact to ensure that coordination and day-to-day management of the MOU can be achieved.
- 8.2 In keeping with best practice on engaging with Traditional Owners in Victoria, meetings will be conducted to review the relationship on the following terms:
- (a) the nominated principal contacts from each party commit to meeting once each quarter;
  - (b) the Chief Executive Officer from each party commit to meeting twice annually; and
  - (c) the elected Councillors of the Council, and the TLaWC board of directors, commit to meeting annually.

## 9. Marketing and publicity

- 9.1 For any public information that requires mention of either party, the requesting party shall obtain the other's prior approval to ensure compliance with any relevant policy or procedure.

## **10. Exchange of information**

- 10.1 From time to time either party may request from the other access to documents or information relating to issues relevant to either the party, and each party will assist the other to meet the request, so far as is reasonably practicable and provided that the request is consistent with the provisions of the Privacy and Data Protection Act 1994 and Council's Privacy and Data Protection Policy.
- 10.2 This does not apply to documents subject to privilege, any privacy laws, which are commercial-in-confidence, or information that was provided to either party in confidence.

## **11. Settlement of disputes**

- 11.1 If any party is dissatisfied with any decision or action of the other regarding the implementation of this MOU, the identified principal contacts must notify the Chief Executive Officer of each party in writing.
- 11.2 Should the dispute remain unresolved by discussions between the parties, the matter will be referred to an independent Mediator agreed to by the Chief Executive Officers or referred to the Dispute Settlement Centre of Victoria for resolution if a suitable Mediator is not found.

## **12. Evaluation and evolution**


- 12.1 The MOU will be jointly evaluated for progress on an annual basis by the principal contact of each party, and an annual progress report will be prepared respectively by each party. The annual progress report will be submitted to each party's board or Council for noting.
- 12.2 A review of the MOU will be undertaken in every two years, whereby:
  - (a) minor adjustments will be allowable by mutual written agreement of the Chief Executives Officer of each party, and adopted by Council, provided the spirit and substance of the MOU is not materially altered;
  - (b) any proposed changes that would materially alter the spirit or substance of the MOU will require formal approval by both the TLaWC board of directors, and the elected Councillors of the Council.
- 12.3 The parties additionally agree to build on the momentum gained by implementing this MOU by progressing the development of a Reconciliation Action Plan within 24 months of the execution of this document and affixation of Council's Common Seal by way of Council resolution.

## **13. Termination of the MOU**

- 13.1 The MOU may be terminated at any time by either party, in writing and where endorsed by a valid resolution of the TLaWC board of directors, or the elected Councillors of the Council.

This Memorandum of Understanding is brought into effect this day 28 of October 2021:

Signed by **Taungurung Land & Waters Council** )  
(**ABN 47 145 916 168**) in accordance with section )  
99-5 of the *Corporations (Aboriginal & Torres Strait* )  
*Islander) Act 2006 (Cth):* )

  
\_\_\_\_\_  
Signature of Director

Matthew Burns  
\_\_\_\_\_  
Full Name of Director (Printed)

28-10-2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Director

Kaley Nicholson  
\_\_\_\_\_  
Full Name of Director (Printed)

9-11-2021  
\_\_\_\_\_  
Date

Signed by **[Council]** in accordance with the *Local* )  
*Government Act 1989* )

  
\_\_\_\_\_  
Signature of Mayor

CHRISTOPHER W. RABBITT  
\_\_\_\_\_  
Full Name of Mayor (Printed)

28/10/2021  
\_\_\_\_\_  
Date

) Common Seal clause needs including  
)  
)  
)

  
\_\_\_\_\_  
Signature of CEO

JULIE SALOMON  
\_\_\_\_\_  
Full Name of CEO (Printed)

28-10-2021  
\_\_\_\_\_  
Date

## **Annexure 1**

### **Acknowledgement to Country**

Any of the below Acknowledgment to Country should be utilised before each Council meeting and at civic receptions.

#### **Option one**

*I'd like to start today by acknowledging the Traditional Owners of the lands on which we are all meeting and pay my respects to Elders past, present and emerging, and also to any Aboriginal people who may be online/here with us today.*

*Today, we are meeting on the lands of the Taungurung peoples of the Eastern Kulin nation, whose sovereignty here has never been ceded.*

#### **Option two**

*I acknowledge the Australian Aboriginal and Torres Strait Islander people of this nation.*

*We acknowledge the Traditional Custodians of the lands we have gathered on today and I pay our respects to ancestors and Elders, past and present.*

#### **Option three** (community suggested)

*I'd like to start today by acknowledging the Sovereign Owners and Traditional Custodians of the lands on which we are all meeting. The Taungurung Peoples of the East Kulin Nation and pay my respects to Elders past, present and emerging, and to any Aboriginal people who may be online/here with us today*

#### **Option four** (community suggested)

*We acknowledge the Traditional Custodians of the places we live, work and play. We recognise and respect the enduring relationship they have with their lands and waters, and we pay respects to the Elders past, present and emerging.*

*Today we are meeting on the lands of the Taungurung peoples of the Eastern Kulin nation, whose sovereignty here has never been ceded.*

#### **Option five** (community suggested)

*We acknowledge the traditional custodians of the lands on which we strive, the peoples of the rivers and the hills of the Strathbogie Shire region who walked these lands for generations.*

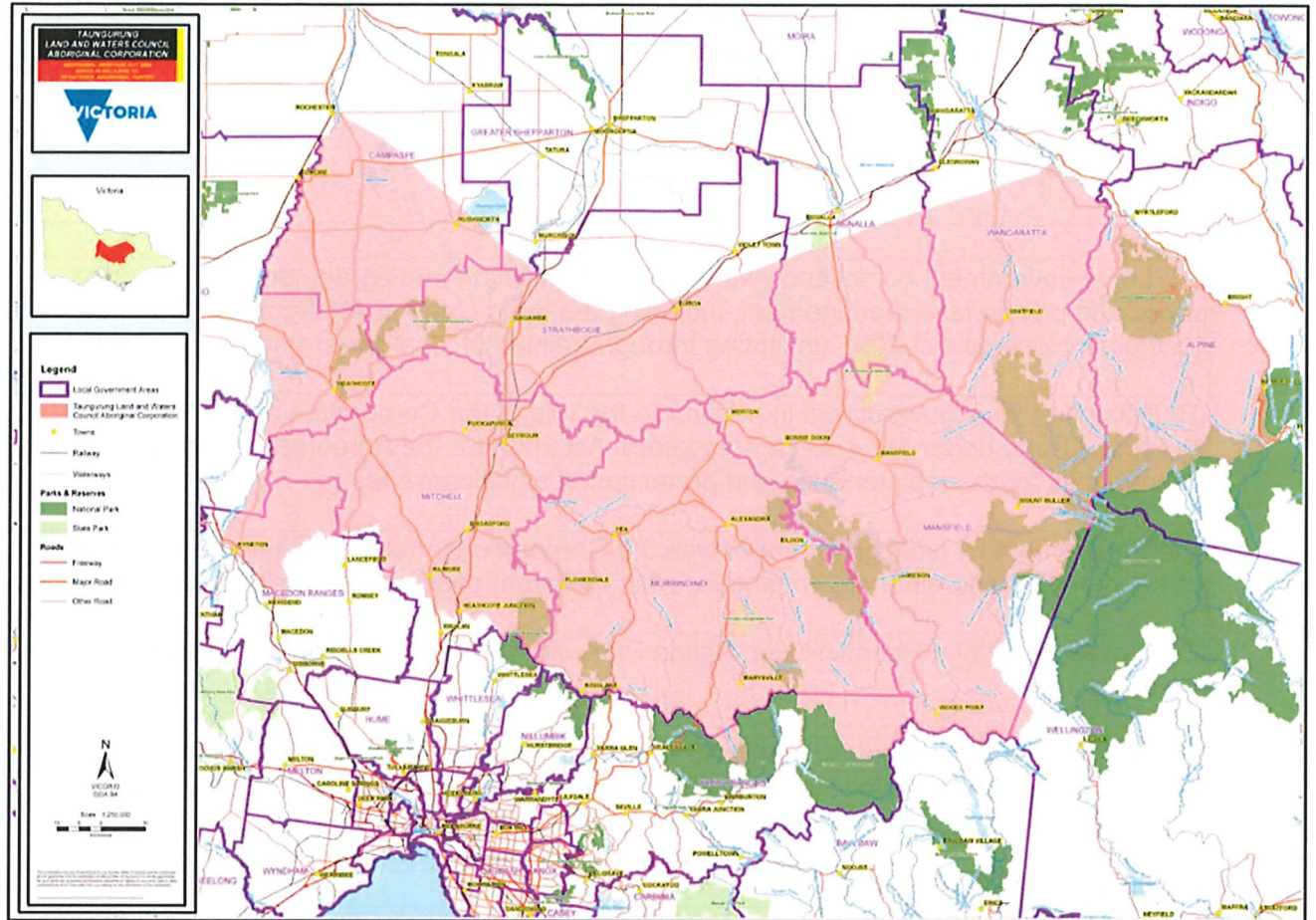
*We pay our respects to the elders of the past, and the speakers of the first words, who lived in harmony with this country.*

*We acknowledge the elders of the present, who seek to regain their culture, and to teach the elders of the future their law, their history and their language.*

*We pay our respects to them and extend that respect to all Aboriginal and Torres Strait Islander peoples today.*

*We honour their spirit – and the memory, culture, art and science of the world's oldest living culture through 60,000 years.*

## Annexure 2



## Annexure 3

Action
(A) Local government compliance with relevant legislation and agreements in relation to public and private land management, including the Land Use Activity Agreement and the Aboriginal Heritage Act 2006 (including through training of local government personnel).
(B) Educating local government in relation to the role of the Corporation as the Registered Aboriginal Party under the Aboriginal Heritage Act 2006 for the Agreement Area and building partnerships for the maintenance and protection of significant sites.
(C) Engagement by local government with the Corporation in relation to the management of parks, reserves and other crown land for which relevant councils are the land manager.
(D) Development of a Reconciliation Action Plan with the assistance of Reconciliation Australia.
(E) Contracting by local government of the Corporation and/or its subsidiaries to perform natural resources management, cultural awareness training, or other work for which the Corporation and/or its subsidiaries have relevant expertise.
(F) Flying the Aboriginal flag.
(G) Acknowledging the Taungurung as the traditional owners of relevant areas in official documents and websites and seeking welcomes to country for council events (by adoption of the Protocol on Acknowledgements and Welcomes to Country contained in the Recognition and Settlement Agreement).
(H) Adoption of traditional Taungurung names for new local roads, bridges and public spaces in relevant council areas in consultation with the Corporation.
(I) Installation of appropriate signage, keeping places and interpretive information to recognise the Taungurung as the traditional owners for the Agreement Area following appropriate consultation between Taungurung and relevant councils.
(J) Support for the development of cultural awareness strategies and projects (such as local history research, language preservation).
(K) Mandate the use of the strategic planning tools available within the planning system to protect places of significant Aboriginal cultural heritage.
(L) Education of the broader community about the Taungurung people and their customs, language, spirituality and history.
(M) Employment of Indigenous Liaison Officers in consultation with Taungurung Clans Aboriginal Corporation.