

# Housing Assistance (Commonwealth/State Housing Agreement 1999-2003) (Trilateral Indigenous Housing Agreement) Notice 2006\*

**Notifiable instrument NI2006–6**

made under the

**Housing Assistance Act 1987, s 11A (Housing Agreement or Variation)**

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**1 Name of instrument**

This instrument is the *Housing Assistance (Commonwealth/State Housing Agreement 1999-2003) (Trilateral Indigenous Housing Agreement) Notice 2006*.

**2 Commencement**

This instrument commences on the day after notification.

**3 Date of Agreement**

This Instrument notifies the Agreement from 10 July 2002 until 30 June 2003.

**4 Notification**

Copies of the Aboriginal and Torres Strait Islander Trilateral Housing Agreement are available for inspection at the Housing ACT Shopfront, Ground Floor, Nature Conservation House, Corner Benjamin Way and Emu Bank, Belconnen. Copies are also available in PDF version on <http://www.dhcs.act.gov.au/dhcs/Publications>.

Sandra Lambert  
Commissioner for Housing  
21 December 2005

\*Name amended under Legislation Act, s 60

# **Trilateral Agreement**

**between the Australian Government  
the  
Australian Capital Territory (ACT) Government  
And  
Aboriginal and Torres Strait Islander Commission**

## **Indigenous Housing Agreement**

**10 July 2002 – 30 June 2003**

**Date: 10 July 2002**

## **AGREEMENT**

**BETWEEN**

**COMMONWEALTH OF AUSTRALIA**

**represented by the Minister for Family and Community Services**

**AND**

**AUSTRALIAN CAPITAL TERRITORY**

**represented by the Minister for Disability, Housing and Community Services**

**AND**

**ABORIGINAL AND TORRES STRAIT ISLANDER  
COMMISSION**

**represented by its Chairman**

**and**

**Chairperson of the Queanbeyan Regional Council**

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**ABORIGINAL AND TORRES STRAIT ISLANDER  
TRILATERAL HOUSING AGREEMENT**

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**THIS AGREEMENT is made on**

**2002**

**BETWEEN:**

**COMMONWEALTH OF AUSTRALIA**, represented by the Minister for Family and Community Services (the ‘Commonwealth’)

**AND:**

**AUSTRALIAN CAPITAL TERRITORY**, a body politic established under section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C’t), represented by the Minister for Disability, Housing and Community Services (the ‘ACT Government’)

**AND:**

**ABORIGINAL AND TORRES STRAIT ISLANDER COMMISSION**, a body corporate established under section 6 of the *Aboriginal and Torres Strait Islander Commission Act 1989* (C’t), represented by its Chairman and the Chairperson of the Queanbeyan Regional Council (the ‘Regional Council’).

**Recital**

- A. Aboriginal and Torres Strait Islander peoples have the same rights to safe, affordable and appropriate housing as other Australians.
- B. This Agreement pursues equitable housing outcomes for Aboriginal and Torres Strait Islander peoples in the ACT by establishing a framework for a partnership between the Commonwealth, the ACT Government and the Aboriginal and Torres Strait Islander Commission, and in the planning, delivery and administration of housing and related infrastructure for Aboriginal and Torres Strait Islander peoples living in the ACT.
- C. This Agreement is consistent with the essential principles detailed in the following documents:
  - (a) national directions in Aboriginal and Torres Strait Islander housing established under the *National Commitment to Improved Outcomes in the Delivery of Programs and Services for Aboriginal Peoples and Torres Strait Islanders* (the *National Commitment*) signed by the Council of Australian Governments (COAG) in December 1992;
  - (b) the Council of Australian Governments (COAG) communique on 3 November 2000 regarding Aboriginal Reconciliation;

- (c) the principles, objectives and implementation strategies for achieving substantial and enduring improvement in Aboriginal and Torres Strait Islander housing outcomes over the next decade, as outlined in the Housing Ministers' statement of new directions – *Building a Better Future: Indigenous Housing to 2010* (May 2001);
  - (d) the delivery of programs and priorities for housing assistance as set out in the *Bilateral Agreement between the Commonwealth of Australia and the Australian Capital Territory* under the *Commonwealth State Housing Agreement 1999-2003*; and
  - (e) the *Statement of Intent* signed by the ACT Government and the Aboriginal and Torres Strait Islander Commission in February 2002.
- D. The Parties have mutually agreed to enter into this Agreement in their endeavour to achieve the outcomes set out in Recital B.

## 1. Definitions

In this Agreement unless the context indicates otherwise:

**‘Aboriginal housing’** means Aboriginal and Torres Strait Islander housing.

**‘Aboriginal and Torres Strait Islander peoples’** means people of the Aboriginal race of Australia and Torres Strait Islanders as defined in s.4(1) of the *Aboriginal and Torres Strait Islander Commission Act 1989* (C’t’h).

**‘ACT’** means the geographical area of the Australian Capital Territory.

**‘Annual Plan’** means the *Annual Plan: ACT Aboriginal and Torres Strait Islander Housing Priorities – 2002-03* as set out in Schedule Two, and as reviewed and varied each year in accordance with this Agreement.

**‘ATSIC’** means the Aboriginal and Torres Strait Islander Commission.

**‘CHIP’** means the *Community Housing and Infrastructure Program* of ATSIC.

**‘Commonwealth’** means the Government of the Commonwealth of Australia.

**‘Council’s Regional Plan’** means the *Queanbeyan Regional Council’s Regional Plan*.

**‘CSHA’** means the *Commonwealth State Housing Agreement (CSHA) Bilateral Agreement between the Commonwealth and the Australian Capital Territory – 1999-2003*.

**‘housing assistance’** means financial and other assistance to provide housing, including community housing, for Aboriginal and Torres Strait Islander peoples in the ACT.

**‘Joint Forum’** means the joint ACT Government/ATSIC/Commonwealth officers’ forum:

- (a) to be held on a date and at a time and place which is mutually agreed between the Parties;
- (b) for purposes which include implementing and monitoring directions established under the *Annual Plan* and the Mandatory Housing Forum; and
- (c) to consist of a nominated officer from each of the Parties to this Agreement.

**‘Mandatory Housing Forum’** means the mandatory annual Aboriginal and Torres Strait Islander housing forum:

- (a) to be held on a date and at a time and place which is mutually agreed between the Parties;
- (b) for purposes which include advising on strategic directions and providing information on the development of Aboriginal and Torres Strait Islander housing priorities through the *Annual Plan*; and
- (c) with a composition that is open to any member of the ACT Aboriginal and Torres Strait Islander communities.

**‘Minister’** means the ACT Government Minister for Disability, Housing and Community Services.

**‘Parties’** means the Commonwealth of Australia represented by the Minister for Family and Community Services (the ‘Commonwealth’); the Australian Capital Territory Government represented by the Minister for Disability, Housing and Community Services (the ‘ACT Government’); and the Aboriginal and Torres Strait Islander Commission (‘ATSIC’) represented by its Chairman and the Chairperson of the Queanbeyan Regional Council (the ‘Regional Council’).

**‘related infrastructure’** means services associated with the provision of Aboriginal and Torres Strait Islander housing in the ACT for purposes of community development including services relating to training, advising, liaising and advocacy.

**‘Steering Committee’** means the Steering Committee comprised in accordance with sub-clause 9.2 and Schedule Three, to assist in community consultation, identify housing assistance and related infrastructure needs and priorities, and to ensure and monitor priorities identified in the *Annual Plan* are undertaken each year and as set out in the Terms of Reference in Schedule Three.

**‘surrounding region’** means the region surrounding the ACT, comprising areas within:

- (a) Queanbeyan City Council;
- (b) Cooma Monaro Shire Council;

- (c) Gunning Shire Council;
- (d) Yarrowlumla Shire Council; and
- (e) Yass Shire Council.

‘**sustainable**’ means at a level which is able to be kept or maintained at a standard which is supportive and reflective of the particular needs of Aboriginal and Torres Strait Islander peoples for housing assistance and related infrastructure in the ACT as determined from time to time in accordance with this Agreement.

## **2. Mutual Agreement**

- 2.1 The Parties agree that this Agreement establishes the framework within which to address the principles, needs and desired outcomes set out in the terms of this Agreement.
- 2.2 The Parties agree that as a result of its unique status, the Wreck Bay Aboriginal community in the Jervis Bay Territory is not covered by this Agreement. Public housing in Wreck Bay is funded by ATSIC and the Department of Transport and Regional Services, outside of the *Commonwealth State Housing Agreement 1999-2003*. The properties are on Wreck Bay Aboriginal Community Council (WBACC) freehold land, and are owned by the community and managed by WBACC.

## **3. Period of Agreement**

- 3.1 This Agreement is for a period commencing on the date of this Agreement and expiring subject to sub-clause 3.2 on 30 June 2003.
- 3.2 The Parties may, prior to the expiration of the term of this Agreement, agree to extend the term of the Agreement, or to enter into a new agreement. Any agreement for extension or renewal must be set down in writing.

## **4. Principles**

- 4.1 This Agreement aims to give effect to the guiding principles detailed in:
  - (a) the *National Commitment to Improved Outcomes in the Delivery of Programs and Services for Aboriginal Peoples and Torres Strait Islanders* (see Attachment A);
  - (b) the COAG communique on 3 November 2000 regarding Aboriginal Reconciliation (see Attachment B);

- (c) *Building a Better Future: Indigenous Housing to 2010* (see Attachment C);
- (d) the *Bilateral Agreement between the Commonwealth of Australia and the Australian Capital Territory* under the *Commonwealth State Housing Agreement 1999-2003* (see Attachment D); and
- (e) the *Statement of Intent* signed by the ACT Government and the Aboriginal and Torres Strait Islander Commission in February 2002 (see Attachment E).

## 5. Needs

5.1 The Parties to this Agreement recognise there is an identified need for Aboriginal and Torres Strait Islander housing in the ACT. The following are some of the contemporary agreements, studies and reports which highlight that need:

- (a) *The Housing Need of Indigenous Australians 1991* (Jones, 1994);
- (b) *Review of Aboriginal and Torres Strait Islander Housing Provision in the ACT* (Slockee Report, 1996);
- (c) *Homelessness in the Aboriginal and Torres Strait Islander context and its possible implications for the Supported Accommodation Assistance Program* (November 1998);
- (d) *Indigenous Housing 1996 Census Analysis* (Jones, 1999);
- (e) *Assessment of Housing Needs in the ACT* (Report for ACT Urban Services, June 1999, Stanley, 1999);
- (f) the *CSHA 1999-2003*; and
- (g) *Needs for Residential Aged Care and Other Services by the Older Indigenous Population in the ACT and Region, August 2000*.

5.2 The reports demonstrate that there is considerable unmet need, and that Aboriginal and Torres Strait Islander peoples experience significant housing disadvantage in terms of homelessness, overcrowding, and housing affordability. The reports conclude that Aboriginal housing needs are multi-dimensional and need to be addressed using a holistic strategy, including a whole-of-government approach and involvement of all relevant stakeholders in the Aboriginal and Torres Strait Islander communities.

5.3 The priorities to be implemented in relation to this need for housing in the ACT are identified in the *Annual Plan*, as detailed in Schedule Two.



## 6. Outcomes

- 6.1 The Commonwealth, the ACT Government and ATSIC agree that Aboriginal and Torres Strait Islander peoples are entitled to housing outcomes and a standard of service provision enjoyed by other Australians.
- 6.2 The Parties agree that they have a shared responsibility to work towards better housing outcomes for Aboriginal and Torres Strait Islander peoples, and accordingly, the Parties are committed to improving the social and economic wellbeing of Aboriginal and Torres Strait Islander peoples in the ACT through housing assistance and related infrastructure.
- 6.3 The outcomes which the Parties are committed to working towards include:
- (a) improving housing and related infrastructure for Aboriginal and Torres Strait Islander peoples within the ACT through better coordination and delivery of programs for housing assistance and related infrastructure;
  - (b) providing equitable access to public, community and private rental accommodation and related infrastructure which reflect the level of need;
  - (c) promoting opportunities for home ownership in Aboriginal and Torres Strait Islander communities;
  - (d) providing and maintaining housing and related infrastructure that are developed and delivered in socially and culturally appropriate ways;
  - (e) improving the access of Aboriginal and Torres Strait Islander peoples to a range of housing options and related infrastructure;
  - (f) developing an Aboriginal and Torres Strait Islander community housing sector as a viable alternative that complements public and private rental housing;
  - (g) facilitating Aboriginal and Torres Strait Islander peoples' involvement in housing planning and decision-making processes;
  - (h) improving access to housing which is affordable, safe, and secure for Aboriginal and Torres Strait Islander peoples;
  - (i) providing effective and responsive planning and delivery of housing assistance based on need; and
  - (j) providing employment of Aboriginal and Torres Strait Islander peoples in the administration, planning and delivery of Aboriginal housing.
- 6.4 Annual priorities and strategies to achieve these outcomes are outlined in the *Annual Plan*, as set out in Schedule Two.

## **7. Roles and responsibilities**

- 7.1 The roles and responsibilities of the Parties to this Agreement will be consistent with current arrangements under the *CSHA* and ATSIIC housing policies, and will be subject to the provisions of this Agreement.

### **7.2 The Commonwealth**

- 7.2.1 The Commonwealth has a strategic interest in linking this Agreement to policies on human services, income support, housing industry policy, and urban and regional development. The Commonwealth's overall housing policy responsibility includes a direct interest in the quality of housing outcomes for Aboriginal and Torres Strait Islander peoples.

- 7.2.2 The Commonwealth through the Department of Family and Community Services will:

- (a) provide funding for public and community housing through the *CSHA*;
- (b) subject to the outcome of a viability study, examine the establishment of sustainable organisational model to support Aboriginal and Torres Strait Islander housing in the ACT.,
- (c) provide, where appropriate, available data, research and advice to forums mentioned in this Agreement on relevant Commonwealth policies, priorities and strategic directions;
- (d) promote coordination with Commonwealth-linked programs;
- (e) provide support and advice in relation to strategies for national research and data collection consistent with the Agreement on National Indigenous Housing Information; and
- (f) participate in:
  - (i) the Steering Committee;
  - (ii) the Mandatory Housing Forum; and
  - (iii) the Joint Forum.

### **7.3 The ACT Government**

- 7.3.1 The ACT Government has responsibility for the delivery of public housing and related infrastructure in the ACT. To this end the ACT Government will promote equitable access for Aboriginal and Torres Strait Islander peoples to mainstream programs and services, and ensure that these services and programs are culturally responsive to the needs of Aboriginal

and Torres Strait Islander peoples throughout the ACT. The ACT Government will also explore, within the available resources, opportunities for expanding the Aboriginal and Torres Strait Islander housing options in the ACT.

7.3.2 The ACT Government through the Department of Disability, Housing and Community Services will:

- (a) identify Aboriginal housing priorities for the ACT in partnership with other Parties to this Agreement, to be linked to the *CSHA* and taking into account the Council's *Regional Plan*;
- (b) subject to the outcome of a viability study to examine the establishment of sustainable organisational model to support Aboriginal and Torres Strait Islander housing in the ACT, develop strategic planning policy in the delivery of Aboriginal and Torres Strait Islander housing in the ACT;
- (c) in consultation with the other Parties to this Agreement, manage resources for the provision of programs for housing assistance and related infrastructure provided by the Commonwealth and the Regional Council in accordance with this Agreement on an interim basis until a viable organisation is established to support Aboriginal and Torres Strait Islander housing in the ACT;
- (d) promote coordination and linkages with ACT programs, including community housing organisations, other ACT Government agencies, community and health services, and advisory mechanisms and programs;
- (e) provide funds and/or dwellings to assist in the provision of Aboriginal and Torres Strait Islander housing in the ACT;
- (f) promote the life-cycle management and maintenance of assets;
- (g) assist with the development and implementation of ACT Aboriginal housing priorities, and promote the coordination of programs for housing assistance to address housing needs consistent with relevant economic and social objectives;
- (h) provide advice to the forums and the Steering Committee referenced in this Agreement on relevant ACT Government policies, priorities and strategic directions;
- (i) seek ministerial endorsement of the *Annual Plan*; and
- (j) establish, in consultation with other Parties to the Agreement, and participate in:
  - (i) the Steering Committee;

- (ii) the Mandatory Housing Forum; and
- (iii) the Joint Forum.

#### 7.4 ATSIC

7.4.1 ATSIC has a dual role: to represent Aboriginal and Torres Strait Islander peoples in the ACT, and to ensure that appropriate supplementary programs are provided to Aboriginal and Torres Strait Islander peoples in the ACT to address any outstanding disadvantage.

7.4.2 ATSIC will:

- (a) identify Aboriginal and Torres Strait Islander housing priorities for the ATSIC Queanbeyan Region in partnership with the other Parties to this Agreement, to be linked to the *CSHA*;
- (b) subject to the outcome of a viability study to examine the establishment of sustainable organisational model to support Aboriginal and Torres Strait Islander housing in the ACT, provide funds for Aboriginal and Torres Strait Islander housing and related infrastructure administered in accordance with this Agreement;
- (c) provide support and advice in relation to strategies for national research and data collection consistent with the Agreement on National Indigenous Housing Information;
- (d) promote coordination with ATSIC-linked programs and strategic plans for the Regional Council;
- (e) assist with the development (as part of the *Annual Plan*) and implementation of an ACT Aboriginal and Torres Strait Islander housing plan and promote the coordination of programs for housing assistance to address housing needs consistent with relevant economic and social objectives;
- (f) approve the *Annual Plan* as a basis for the Regional Council's funding;
- (g) monitor the performance of program management and administration set out in this Agreement; and
- (h) participate in:
  - (i) the Steering Committee;
  - (ii) the Mandatory Housing Forum; and
  - (iii) the Joint Forum.

## **8. Planning and priority setting**

- 8.1 All Parties agree to a coordinated and strategic approach to the development, funding, management and administration of Aboriginal and Torres Strait Islander housing in the ACT.
- 8.2 The Parties agree that the priorities to achieve agreed outcomes are to be established annually and form part of the *Annual Plan*, which is to be endorsed by the Minister and ATSIC. The endorsed plan will then become the revised Schedule Two, and a copy will be forwarded to the Commonwealth Minister for Family and Community Services for information.
- 8.3 As detailed in Schedule Two, the establishment of annual priorities and the planning of Aboriginal housing in the ACT will be a consultative process and consistent with the statement *Building a Better Future: Indigenous Housing to 2010*.
- 8.4 Planning and priority setting will also be consistent with the outcomes of Housing Ministers' Conferences.

## **9. Consultation**

- 9.1 The Parties to this Agreement are committed to an open and inclusive process that seeks to involve Aboriginal and Torres Strait Islander people. The Parties will consult with the Aboriginal and Torres Strait Islander communities on all Aboriginal and Torres Strait Islander housing matters through the Mandatory Housing Forum and other forums as appropriate and the regular dissemination of information.
- 9.2 The Parties will establish the Steering Committee to assist in community consultation, identifying housing and related infrastructure needs and priorities, and to ensure priorities identified in the *Annual Plan* are undertaken each year. The membership of the Steering Committee will be determined jointly by the Parties to the Agreement, and will include representatives from the Parties as well as representatives as detailed in Schedule Three.
- 9.3 The Parties will establish and conduct the Steering Committee in accordance with the Terms of Reference set out in Schedule Three.

## **10. Funding and resource arrangements**

- 10.1 The Parties agree that there are benefits in combining effort, funds and resources available for Aboriginal and Torres Strait Islander housing in the ACT in order to better target housing, minimise program management and administration costs, and remove the barriers created by different administrative arrangements.

- 10.2 The Parties will provide annual contributions for the provision of Aboriginal and Torres Strait Islander housing and related infrastructure. Identified funds and resources include:
- (a) those provided by the Commonwealth to the ACT Government under the *CSHA*;
  - (b) those provided by the ACT Government; and
  - (c) Community Housing and Infrastructure Program (CHIP) funds allocated by the Regional Council to the ACT.
- 10.3 Funds and resources available for Aboriginal housing under this Agreement are identified in Schedule One. This Schedule will be updated annually and considered in the context of funding contributions and priorities identified each year in accordance with the *Annual Plan*.

## **11. Failure of the Parties to agree**

- 11.1 In the event that any Party does not approve the *Annual Plan*, it will be referred to the Joint Forum for further consideration, with a statement of reasons why it was not approved.
- 11.2 If the Parties are still unable to agree within 30 days, a mediator will be appointed by agreement between the Parties. The mediator will act as a facilitator to assist the Parties to achieve a fair resolution.

## **12. Program management arrangements**

- 12.1 The Parties to this Agreement are committed to improving the management and administration of programs for housing assistance in the ACT. From the commencement of the Agreement, responsibilities under program management will be as set out in Schedule One.
- 12.2 The Parties to this Agreement will, however, work towards establishing a viable mechanism consistent with the principles and outcomes of this Agreement that will:
- (a) manage housing assistance services and programs in the ACT; and
  - (b) seek to enter into agreements with housing organisations in the surrounding region, consistent with this Agreement, to improve housing outcomes for Aboriginal and Torres Strait Islander peoples.

### **13. Data collection, performance monitoring, and evaluation**

- 13.1 The Parties acknowledge their responsibilities under the *Agreement on National Indigenous Housing Information* (ANIHI), the *National Housing Data Agreement* (NHDA), the *Bilateral Agreement*, and *Building a Better Future: Indigenous Housing to 2010*.
- 13.2 The reporting arrangements will be agreed between the Parties.
- 13.3 The Parties will monitor, evaluate, and report under this Agreement to appraise the outcomes set out in clause 6, and to assess the extent to which priorities identified in the *Annual Plan* are met.
- 13.4 An evaluation of the provision of Aboriginal and Torres Strait Islander housing in the ACT based on this Agreement will be undertaken two years after the signing of this Agreement. Funding for the evaluation may be drawn from a range of sources, including *CSHA* funds.

### **14. Regional and program links**

- 14.1 The Parties agree to maximise coordination and planning with other housing providers to ensure decreased disadvantage within the ACT or the surrounding region with respect to the planning, development and delivery of Aboriginal and Torres Strait Islander housing options and related infrastructure in the ACT.
- 14.2 The Parties agree to promote and implement cooperative and coordinated policy development and program delivery with relevant government and non-government agencies, particularly in the areas of health, community services, urban services, employment, training and education in a regional context where practicable.

### **15. Amendments to the Agreement**

- 15.1 Changes to the Agreement may only be made by mutual agreement in writing.
- 15.2 The Parties agree to renegotiate this Agreement should the provision of funds to the ACT agreed under the *CSHA* significantly change, or should there be any significant changes in relevant ACT Government or Commonwealth or ATSIC policy or funding amounts and structures that impact on the provision of Aboriginal and Torres Strait Islander housing in the ACT.

## SCHEDULE ONE

### PROGRAM MANAGEMENT ARRANGEMENTS INCLUDING FINANCIAL ARRANGEMENTS AND RESOURCES CONTRIBUTED BY THE PARTIES

#### 2002-2003 FINANCIAL YEAR

This Schedule provides an overview of how the Agreement will be managed in the first financial year of operation (2002-2003), or each part thereof. The Schedule includes the resources contributed by all Parties giving effect to this Agreement. The Parties understand that the Commonwealth does not provide funds for Aboriginal and Torres Strait Islander housing under the *Aboriginal Rental Housing Program (ARHP)* to the ACT. Under the *CSHA*, however, funds can be utilised to provide housing assistance for Aboriginal and Torres Strait Islander peoples.

This Schedule will remain as an interim arrangement until replaced by an agreed updated Schedule.

#### **Item 1. Program management**

The ACT Government will initially be responsible for the management and administration of Aboriginal and Torres Strait Islander housing in the ACT. This arrangement will occur until such time as an appropriate Aboriginal and Torres Strait Islander-controlled mechanism is identified and responsibilities are transferred.

The Parties to this Agreement will monitor the performance of program management and administration under this Agreement against an agreed monitoring and reporting framework and will include a report regarding the implementation of the annual priorities identified in Schedule Two.

The ACT Government will manage any evaluation process arising from the Agreement. All Parties will have input into evaluating the outcomes of the Agreement. The Parties to the Agreement will have input into identifying an appropriate Aboriginal and Torres Strait Islander-controlled mechanism to take over housing program management functions from the ACT Government. The criteria for an appropriate Aboriginal and Torres Strait Islander-controlled mechanism will be identified by the Parties to the Agreement in consultation with the Steering Committee.

#### **1.1 The Commonwealth**

The Commonwealth will:

- (a) monitor this Agreement in relation to the *CSHA* and assist in the evaluation of the implementation of the Agreement;
- (b) liaise with the ACT Government to ensure that the performance reporting under the *CSHA* informs the evaluation of this Agreement;



- (c) participate in the viability study, referred to in sub-clause 1.1(c) of this Schedule, in partnership with the ACT Government and ATSIC, to identify an appropriate mechanism to manage Aboriginal and Torres Strait Islander housing program responsibilities set out in this Schedule; and
- (d) facilitate the availability of public domain data which will assist in improving the financial viability and effectiveness of an Aboriginal and Torres Strait Islander housing organisation, in line with the Commonwealth State Working Group on Indigenous Housing's *Guidelines for Indigenous Housing Organisations Asset Management*, and other reform action.

## 1.2 The ACT Government

The ACT Government will be the manager for housing assistance services and programs covered by this Agreement. The Parties to this Agreement will review this arrangement after work is completed to develop a suitable mechanism to manage and support Aboriginal and Torres Strait Islander housing in the ACT. Specific responsibilities of the ACT Government include:

- (a) planning, management, coordination and evaluation of housing assistance programs, including pooled funds under this Agreement;
- (b) development of a policy framework for Aboriginal and Torres Strait Islander housing in the ACT;
- (c) management of a viability study, in partnership with ATSIC and the Commonwealth, to examine the establishment of a sustainable organisational model to support Aboriginal and Torres Strait Islander housing in the ACT in accordance with the responsibilities set out in this Schedule;
- (d) development and implementation of asset management strategies of dwellings allocated and acquired under this Agreement, including dwellings previously acquired under the *CSHA* or ATSIC programs;
- (e) supporting Aboriginal and Torres Strait Islander housing organisations including the provision of appropriate training and initiatives to improve their sustainability, financial viability and effectiveness;
- (f) monitoring and regulation of Aboriginal and Torres Strait Islander housing organisations; and
- (g) providing advice in respect of policies and administrative arrangements in mainstream and community housing programs to improve outcomes for Aboriginal and Torres Strait Islander peoples.

### 1.3 ATSIC

Consistent with the resources outlined below and the priorities outlined in the *Annual Plan*, ATSIC will monitor the effectiveness of sector development, and program management and administration set out in this Agreement. Specific responsibilities of ATSIC include:

- (a) administering the *CHIP* funds already committed at the time of the signing of this Agreement (ATSIC and the ACT Government will review this arrangement after twelve months of the Agreement);
- (b) providing advice in respect of policies and administrative arrangements in mainstream and community housing programs to improve outcomes for Aboriginal and Torres Strait Islander peoples; and
- (c) participating in the viability study, referred to in sub-clause 1.1(c) of this Schedule, in partnership with the ACT Government and the Commonwealth, to identify an appropriate mechanism to manage Aboriginal and Torres Strait Islander housing program responsibilities set out in this Schedule.

## Item 2. Resources

The sources and use of resources to be provided by the Parties under this Agreement are set out in sub-clauses 2.1 to 2.5. Allocation of resources in the first year will be dependant on the outcomes of the ACT Government-funded viability study into Aboriginal and Torres Strait Islander housing in the ACT and the ATSIC funded needs study.

### 2.1 The Commonwealth

Consistent with existing policy, access to rent assistance will contribute towards meeting housing costs for tenants resident in or eligible for community-based housing providers covered by this Agreement. This does not apply to public housing providers unless there are changes to current Commonwealth policy.

### 2.2 The ACT Government

The ACT Government will seek to achieve a balance in the supply of housing managed by community-based Aboriginal and Torres Strait Islander housing provider(s) and that provided to Aboriginal and Torres Strait Islander tenants directly by ACT Government housing providers.

The ACT Government will provide housing stock and/or funds from the *CSHA* to match the funds provided by the ATSIC Regional Council allocated under the approved *CHIP* to the ACT. These funds may be applied to the purchase of housing stock, housing services or related infrastructure in the ACT in a manner consistent with this Agreement and the priorities outlined in the *Annual Plan*.

In the event of any transfer of housing stock, it should be transferred in an habitable and tenatable standard. This will comply with the *Residential Tenancies Act 1997* and will be of the same standard under which properties are re-tenanted by ACT Housing for persons on the applicants' list.

### **2.3    ATSIC**

ATSIC will provide funds allocated by ATSIC Regional Council under *CHIP*. These funds may be applied to the purchase of housing stock, housing services or related infrastructure in the ACT in a manner consistent with this Agreement and the priorities outlined in the *Annual Plan*.

### **2.4    Aboriginal Rental Housing Program**

The Aboriginal Rental Housing Program (ARHP) is not applicable to the ACT under current Commonwealth funding arrangements.

### **2.5    Use of funds**

Funds provided by the Parties for allocation to Aboriginal and Torres Strait Islander housing providers in the ACT may be pooled for expenditure in meeting housing needs, with the agreement of the Parties.

### **2.6    Allocation of public housing properties to Aboriginal and Torres Strait Islander housing provider(s) in the ACT**

The Parties agree to the transfer of housing stock to Aboriginal and Torres Strait Islander housing providers subject to the outcomes of the viability study being undertaken by the ACT Government and the needs study being undertaken by ATSIC. 'Housing Provider(s)' may include a peak housing body, regional housing body, or an Aboriginal and Torres Strait Islander organisation.

## SCHEDULE TWO

### ***ANNUAL PLAN: ACT ABORIGINAL AND TORRES STRAIT ISLANDER HOUSING PRIORITIES***

#### **2002-2003 FINANCIAL YEAR**

This Agreement will lead to increased housing options and the provision of more culturally appropriate housing services for Aboriginal and Torres Strait Islander peoples in the ACT. Housing assistance is linked to the provision of infrastructure, health and community services to promote health and well being.

Housing assistance provision strategies will be investigated and implemented, including the transfer of stock, training or employment of Aboriginal and Torres Strait Islander housing workers, management and support services, development of related infrastructure, and other options.

Aboriginal and Torres Strait Islander peoples have access to public housing in the ACT; however, the ACT Government recognises that there is a need, to increase housing and management options that are culturally appropriate to Aboriginal and Torres Strait Islander peoples' needs.

As part of the priorities outlined in this Agreement, the Regional Council is undertaking a regional housing needs study, and the ACT Government is undertaking a viability study into an Aboriginal and Torres Strait Islander housing model in the ACT.

The Parties to this Agreement will seek to apply the principles set out in clause 4 to meet the outcomes set out in clause 6. In the first year, the following outcomes will be priorities, which are consistent with the *CSHA, Building a Better Future: Indigenous Housing to 2010*, and the Council's *Regional Plan*:

#### **Outcome 1 – Improved administration and management of Aboriginal and Torres Strait Islander housing**

Of the outcomes which the Parties are committed to working towards as outlined in sub-clauses 6.3(a), 6.3(f), 6.3(g), and 6.3(i) of this Agreement, greater priority will be given to the development of Aboriginal and Torres Strait Islander housing options in the ACT. This will require a framework for improved decision making, resource provision, transparency and accountability:

- (a) Management and responsibility for policy, service and program development will be with the ACT Government.
- (b) All Parties will jointly assess/review the level, priorities and extent of need for Aboriginal and Torres Strait Islander housing in the ACT.
- (c) Funding to Aboriginal and Torres Strait Islander housing provider(s) granted by the Regional Council, prior to the signing of this Agreement, will be managed by ATSIC.

- (d) A Joint Forum to monitor and implement directions set out under this Agreement will be established.
- (e) A community working party will be established to assist in community consultation, including the Mandatory Housing Forum, and to monitor and implement priorities set out under this Agreement.
- (f) Funding from a range of sources, including *CSHA* funds, will be applied to examine the viability of establishing a suitable ACT Indigenous housing organisation/mechanism to manage and support Aboriginal and Torres Strait Islander housing in the ACT. Criteria to determine viability and suitability will be agreed between the Parties to the Agreement.

## **Outcome 2 – Culturally appropriate housing**

Mainstream and community housing provide valuable housing options for Aboriginal and Torres Strait Islander peoples in the ACT. As stated in the outcomes which the Parties are committed to working towards as outlined in sub-clauses 6.3(d) to 6.3(i) of the Agreement, the Parties to this Agreement are committed to providing housing options that are culturally responsive, as well as housing services and organisations that are well managed, that meet a range of needs, and that take into account future costs and benefits:

- (a) Subject to the outcomes of the viability study, an ACT Indigenous housing organisation/mechanism will be developed to provide and service Aboriginal and Torres Strait Islander housing in the ACT. Any approach should take into consideration the relationship to the surrounding region.
- (b) Training and development of Aboriginal and Torres Strait Islander housing workers, committees, members and volunteers will be promoted.
- (c) Cross-cultural training will be encouraged and promoted within other non-Aboriginal and Torres Strait Islander or mainstream housing providers.
- (d) Linkages will be made between housing and health and community service planning and provision.

## **Outcome 3 – Better access and wider housing choices for Aboriginal and Torres Strait Islander peoples**

In accordance with the outcomes which the Parties are committed to working towards as outlined in sub-clauses 6.3(a) to 6.3(e) and 6.3(h) of the Agreement, the ACT Government will improve tenant information strategies and facilitate better access to housing options for Aboriginal and Torres Strait Islander peoples:

- (a) One point of contact will be established through the Department of Disability, Housing and Community Services for Aboriginal and Torres Strait Islander housing policy and purchasing services in the ACT.
- (b) An Aboriginal and Torres Strait Islander Housing Liaison Service will be funded to assist Aboriginal and Torres Strait Islander peoples with access to housing, and

to work with providers to ensure cultural understanding and appropriate housing responses.

- (c) Funding and housing stock will be provided to support a range of accessible and equitable housing options available to Aboriginal and Torres Strait Islander peoples in the ACT.

#### **Outcome 4 – Improved financial viability of providers**

As per the outcome which the Parties are committed to working towards as outlined in sub-clause 6.3(f) of the Agreement, and set out under the *CSHA* and *Building a Better Future: Indigenous Housing to 2010*, work will be undertaken to further develop viable long term financing models for the Indigenous community housing sector, and similar work will be undertaken into the long term funding arrangements for an Aboriginal housing provider:

- (a) A viability study, including elements such as a business plan and community support, will be undertaken to determine the framework for establishing an ACT Indigenous housing organisation/mechanism.
- (b) Assistance will be provided to Aboriginal housing provider(s) to ensure Aboriginal and Torres Strait Islander peoples are able to participate and access housing.

#### **Outcome 5 – Increased economic, employment and training opportunities**

In accordance with the outcomes which the Parties are committed to working towards as outlined in sub-clauses 6.3(d) and 6.3(j) of the Agreement, the ACT Government, in consultation with ATSIC and other agencies within the ACT, will develop an employment and training strategy to ensure that employment and training opportunities associated with housing will be given to Aboriginal and Torres Strait Islander peoples residing in the ACT. This strategy should take account of the employment and training impact in the surrounding region.

The strategy will include efforts to increase the level of employment and training of Aboriginal and Torres Strait Islander workers in public, community-based and private housing providers, the housing construction and maintenance industries, business administration, and property and tenancy management.

## **SCHEDULE THREE**

### **STEERING COMMITTEE'S TERMS OF REFERENCE**

#### **INTRODUCTION**

1. The Commonwealth, the ACT Government and ATSIC have signed a Trilateral Housing Agreement to improve housing outcomes for Aboriginal and Torres Strait Islander peoples in the ACT.
2. A key principle within this Agreement is to maximise participation by Aboriginal and Torres Strait Islander peoples in the formulation of policy and programs to ensure self-determination and self-management. The establishment of a Steering Committee represents a key element of building the capacity and influence of Aboriginal and Torres Strait Islander housing tenures in the ACT.

#### **TERMS OF REFERENCE**

##### **Purpose of the Steering Committee**

3. The role of the Steering Committee is to provide advice to the Minister on matters relating to Aboriginal and Torres Strait Islander housing in the ACT, with particular reference to the Agreement between the ACT Government, ATSIC and the Commonwealth for the provision of housing and related infrastructure in the ACT (the Trilateral Housing Agreement).
4. The Steering Committee will provide a source of consultation and advice to the Minister, and provide a source of consultation to the Regional Council on:
  - (a) strategic matters relating to the housing interests and wellbeing of Aboriginal and Torres Strait Islander peoples in the ACT;
  - (b) policies and programs to meet the needs of Aboriginal and Torres Strait Islander peoples in the ACT; and
  - (c) monitoring the implementation of, and develop priorities identified in, the *Annual Plan: ACT Aboriginal and Torres Strait Islander Housing Priorities – 2002-03*.
5. In doing so, the Steering Committee will act as a link between Aboriginal and Torres Strait Islander peoples in the ACT and the ACT Government on housing and related issues. The Steering Committee will need to consider the links with NSW, and regional housing providers and organisations. The Steering Committee will be responsible for developing annual priorities under the Trilateral Housing Agreement, and for ensuring that an annual forum is conducted as required under the Agreement.
6. The Steering Committee will actively seek out and consult on the views of the Aboriginal and Torres Strait Islander community in the ACT and others who are involved in the provision of housing in the ACT.

## **Membership**

7. The Steering Committee will consist of no more than ten members. Nominations for the Chair will be made by the members of the Steering Committee, with the Chair appointed by the Minister. The membership of the Steering Committee will be determined by the Parties.

The composition of the Steering Committee is to include:

- (1) One representative nominated to represent it by each of the following entities:
  - (a) the Commonwealth Government,
  - (b) the ACT Government,
  - (c) the ATSIC Regional Council, and
  - (d) the Aboriginal and Torres Strait Islander Community Consultative Council; and
- (2) a maximum of six representatives to be determined by the Parties, from each of the following entities with a minimum of one representative from each:
  - (a) the ACT Aboriginal and Torres Strait Islander communities,
  - (b) Aboriginal and Torres Strait Islander community housing provider(s), and
  - (c) Aboriginal and Torres Strait Islander community organisation(s).

The term of membership will be for one year from the time of appointment. If a member representing an entity specified in paragraph 7(1) above resigns within that year, that entity will nominate a new representative. If a member representing an entity specified in paragraph 7(2) above resigns within that year, the Steering Committee will nominate a new member from those entities.

## **Frequency of meetings**

8. The Steering Committee will meet at least three times a year.



EXECUTED as an Agreement on the date first above written.

**SIGNED** for and on behalf of the Commonwealth )  
of Australia by **SENATOR THE** )  
**HONOURABLE AMANDA VANSTONE** )  
**COMMONWEALTH MINISTER FOR** )  
**FAMILY AND COMMUNITY SERVICES** ) .....  
in the presence of: ) Signature

.....  
Witness

**SIGNED** for and on behalf of the Australian )  
Capital Territory by **BILL WOOD MLA ACT** )  
**MINISTER FOR DISABILITY, HOUSING** )  
**AND COMMUNITY SERVICES** )  
in the presence of: ) .....  
) Signature

.....  
Witness

**SIGNED** for and on behalf of the Aboriginal and )  
Torres Strait Islander Commission by its )  
**CHAIRMAN GEOFFREY CLARK** and the )  
Queanbeyan Regional Council **CHAIRPERSON** )  
**IRIS WHITE** ) .....  
in the presence of: ) Signature

.....  
Witness

.....  
Witness