

# **AGREEMENT**

**between the Australian Government  
and the  
Northern Territory Government**

**For the Provision of  
Housing and Infrastructure  
for  
Indigenous People  
in the Northern Territory**

**December 2005 – June 2008**

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## DEFINITIONS

*"Indigenous People"*: The Australian Government Definition is: " An Aboriginal or Torres Strait Islander person of Aboriginal or Torres Strait Islander decent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives'.

*"Agreement"* means this agreement for the Provision of Housing and Infrastructure for Indigenous People in the Northern Territory.

*"Housing"* includes construction, upgrades, repairs and maintenance and housing management activities.

*"Housing related infrastructure"* includes the planning and development of serviced remote community housing sub-divisions.

*"Essential services"* includes the provision of power, water and sewerage.

*"Indigenous communities"* means settlement areas of Indigenous people including town-based communities, major communities, homelands and outstations"

*"Municipal Infrastructure"* includes capital costs for construction, upgrades and major repairs of services such as aerodromes, barge landings, external access roads, internal roads, drainage, waste collection and disposal, dust control and landscaping activities.

*"Municipal Services"* includes external access roads, internal roads, drainage, waste collection and disposal, dust control and landscaping activities. It refers to the operational costs and essential and routine repairs, and the costs associated with the administration and functions of organisations that provide municipal services.

## PREAMBLE

The Northern Territory Indigenous Housing and Infrastructure Agreement ('the Agreement') covers the period December 2005 to June 2008. It formalises the Common Policy Framework that has been agreed to by the Australian and Northern Territory Governments to guide the delivery of housing and housing related infrastructure for Indigenous people within the Northern Territory ('*Common Policy Framework*', Appendix 1). It also addresses the provision of essential services, municipal infrastructure and municipal services in the Northern Territory by the two Governments.

The making of this Agreement is a practical statement of the Parties' commitment to work together and with Indigenous communities, in partnership and in good faith, to achieve the outcomes set out in the Agreement.

The directions contained in this Agreement are consistent with:

- The *Common Policy Framework to Guide the Delivery of Housing and Housing Related Infrastructure for Indigenous People within the Northern Territory* (Appendix 1);
- The *Overarching Agreement on Indigenous Affairs between the Commonwealth of Australia and the Northern Territory of Australia 2005-2010*, including Schedule 2.1 on Sustainable Indigenous Housing.
- The *National Framework Principles for Service Delivery to Indigenous Australians*, endorsed by the Council of Australian Governments (COAG) in June 2004.
- The *National Policy Framework: Building a Better Future: Indigenous Housing to 2010 - National Commitment to Improved Outcomes in the Delivery of Programs and Services for Aboriginal Peoples and Torres Strait Islanders (BBF)*, endorsed by Commonwealth, State and Territory Housing Ministers in May 2001.
- Commonwealth State Housing Agreement (CSHA) 2003-04 to 2007-08 and Community Housing and Infrastructure Program (CHIP) Policy 2002-05.

This Agreement replaces the previous Interim Indigenous Housing Agreement 2004-05.

**PARTIES TO AND PERIOD OF THE AGREEMENT**

The Northern Territory Government and the Australian Government are the Parties to the Agreement.

This Agreement is for the period, commencing on the 12th day of December 2005 and ending on 30 June 2008.

SIGNED for and on behalf of the Northern Territory Government by the Minister for Housing

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The Hon. Elliot McAdam MLA  
**Minister for Housing**

Date: ...12 December 2005.....

SIGNED for and on behalf of the Australian Government by the Minister for Family and Community Services

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The Hon. Kay Patterson  
**Minister for Family and Community Services**

Date: ...1 December 2005.....

## 1. PURPOSE OF THE AGREEMENT

To ensure that Indigenous people have a standard of housing, related infrastructure, essential services, municipal infrastructure and municipal services that provides a safe environment, complements healthy living practices, and contributes to improved health outcomes and quality of life.

## 2. PRINCIPLES

The *Overarching Agreement on Indigenous Affairs between the Commonwealth of Australia and the Northern Territory of Australia 2005-2010* commits the Australian and Northern Territory Governments to adhere to the following principles when delivering services to Indigenous Territorians:

- More effective planning and service delivery mechanisms can be facilitated by greater certainty and stability in funding arrangements, including multi-year funding agreements, subject to due accountability.
- Working to strategic plans agreed by both Australian Government and Northern Territory Government Ministers where necessary.
- Collaboration at all levels.
- Focus on regional and local need – where appropriate, different approaches for different regions.
- A willingness by the Governments to be flexible and innovative in their approaches.
- Improvements in accountability and performance monitoring at all levels.
- Effective leadership by the Governments that encourages working with Indigenous people in a whole-of-government way.
- Indigenous involvement in high level policy decisions.
- Involvement of mainstream, not just Indigenous specific funding.
- Achieving clarity of responsibility for services within regions and communities.
- Recognition of the need to strengthen government effort to address the full extent of Indigenous disadvantage, which does not jeopardise overall funding allocations.

Principles underpinning the provision of housing for Indigenous people are contained in the National Policy Framework: *Building a Better Future: Indigenous Housing to 2010 - National Commitment to Improved Outcomes in the Delivery of Programs and Services for Aboriginal Peoples and Torres Strait Islanders*,

endorsed by Australian Government, State and Territory Housing Ministers in May 2001. These principles are:

- Governments and the Indigenous community will work collaboratively in policy development, planning, service delivery and evaluation.
- The Indigenous community housing sector is recognised as a vital partner in Indigenous housing provision and will be involved in all aspects of service planning and delivery.
- Best practice will be encouraged in service coordination, housing provision and asset management.
- Adequate resources will be provided to support the vision.
- Policy will promote an environment that builds and strengthens community capacity and involvement and is responsive to local needs and initiatives.
- Self-management and socio-economic independence will be advanced through employment, training and enterprise development opportunities for Indigenous people in housing and infrastructure construction, maintenance and management.
- Responsibility for achieving sustainable housing will be shared by those who provide housing and those who use housing.
- All stakeholders will be accountable for outcomes and for the proper use of public funds.

### 3. OUTCOMES

The Parties will work towards greater integration of planning and provision of housing, related infrastructure, essential services, municipal infrastructure and municipal services for Indigenous people, to ensure healthier and safer communities and improved social and economic outcomes.

A key step forward is the streamlining of the housing and housing related infrastructure components of the following Australian Government funding programs for delivery by the Northern Territory Government from 1 July 2006:

- Aboriginal Rental Housing Program;
- Components of the Community Housing and Infrastructure Program including:
  - National Aboriginal Health Strategy housing and housing related infrastructure; and
  - Health Indigenous Housing Initiative, Indigenous Community Housing Organisation governance component.

The Parties accept that they have a shared responsibility for addressing outstanding Indigenous housing, related infrastructure, essential services, municipal infrastructure and municipal services needs and for achieving better outcomes for Indigenous people. To this end, the Parties agree to work towards achievement of the following outcomes:

#### **Greater effectiveness in the coordination of services**

- Streamlining and coordinating of services using a whole of government approach that ensures the more efficient provision of housing and housing related infrastructure linked to improved health and wellbeing outcomes.
- Ensure strong coordination of the planning, management and delivery of housing services with essential and municipal services and infrastructure by the Northern Territory and Australian Governments.

#### **Better Housing**

- Improvements in the health and well being of Indigenous people through ensuring that housing designs, construction and health hardware, including materials and fittings particularly water and waste management systems, are safe, functional and sustainable.



## **Better Housing Services**

- Better and affordable housing services that are well managed and sustainable.
- A financially viable, robust and skilled Indigenous community housing sector that is accountable for meeting established service standards.
- Efficient housing management structures that are delivered in a manner that streamlines existing housing management processes and maximises client outcomes.

## **More Housing**

- Growth in the number of houses meeting minimum standards to help address both the backlog of housing needs and the emerging needs of a growing Indigenous population in the Northern Territory.
- Equitable access to mainstream housing, infrastructure and essential and municipal services commensurate with need.
- Promotion of opportunities for home ownership in Indigenous communities including the development of new incentives, and better coordination and links between existing programs.

## **Improved Partnerships**

- Ensuring Indigenous people are involved in the strategic planning and policy setting, decision-making and delivery of housing and housing related infrastructure services by Government, including through the reconstitution of the Indigenous Housing Authority Northern Territory (IHANT) Board.
- Sustainable training and employment of Indigenous people in the administration, planning and delivery and maintenance of Indigenous housing, infrastructure and essential services.
- Developing strong partnerships with Indigenous Community Housing Organisations and assisting them develop their capacity to engage with communities in relation to housing management issues.
- Exploring options for joint Government and business partnerships in the delivery of housing and housing related infrastructure services.

## **Improved Performance linked to accountability**

- Improved financial accountability and reporting on Indigenous housing, infrastructure and essential service programs delivered.
- Improved data collection and program performance and reporting against objectives and targets set in the strategic and operational plan consistent with the NRF.

The Parties acknowledge the above outcomes are consistent with those the Northern Territory Government will pursue in delivering the Northern Territory Indigenous Housing Program as outlined in Section 5 of the *Common Policy Framework* (Appendix 1).

## **4. ROLES AND RESPONSIBILITIES**

The roles and responsibilities of the Parties to this Agreement are consistent with arrangements under the Commonwealth State Housing Agreement 2003-04 to 2007-08 (CSHA).

### **Australian Government**

The Australian Government has a strategic interest in linking this Agreement to an overall housing policy that is supported by policies for human services, income support, housing industry policy and urban and regional development. The Australian Government has determined that the Aboriginal Rental Housing Program (ARHP) is to be targeted to rural and remote areas.

Currently the Australian Government has responsibility for the provision of Indigenous essential services, municipal infrastructure and municipal services to small communities (beyond the 72 communities serviced by the Northern Territory Government) including outstations or homelands.

In meeting its responsibilities the Australian Government will:

- Provide funds for Indigenous housing, housing related, essential services, municipal infrastructure programs and services administered in accordance with the Agreement (Refer to Schedule 1).
- Subject to Parliamentary appropriation and the terms of the CSHA, provide funds for Indigenous housing and housing related infrastructure, to the Northern Territory Government in accordance with the Agreement (Refer Schedule 1).

- Provide information on relevant Australian Government policies, programs and priorities.
- Promote coordination with Australian Government linked programs, particularly housing, essential services and municipal infrastructure and services programs.
- Work collaboratively with the Northern Territory Government in compiling survey data, including from the National Census, to enable robust reporting on outcomes for Indigenous Territorians across different housing sectors.
- Provide timely (within one month of receipt of the satisfactory plan) Ministerial endorsement or approval of the strategic and annual operational plans.
- Assess and monitor the performance of the Australian and Northern Territory Governments in achieving outcomes in line with the strategic and annual operational plans.

### **Northern Territory Government**

Under this Agreement the Northern Territory Government has responsibility for the delivery of housing services and housing related infrastructure provision to all Northern Territory Indigenous communities.

The Northern Territory Government has responsibility for the provision of essential services (including repairs and maintenance) and some municipal infrastructure and municipal services in approximately 72 major communities across the Territory. In some cases, the Northern Territory Government also provides essential services to outstation communities where specific agreement has been reached with the Australian Government. Section 2 of the *Common Policy Framework* (Appendix 1) refers.

In meeting this responsibility, the Northern Territory Government will:

- Provide and allocate funds for Indigenous housing, housing related, essential services, municipal infrastructure programs and services administered in accordance with the Agreement (Refer to Schedule 1).
- Manage and deliver pooled housing and related infrastructure funds as identified in Section 4 of the *Common Policy Framework* (Appendix 1).
- Promote coordination with Territory linked programs.
- Appoint members of the Indigenous Housing Authority of the Northern Territory and provide secretariat support as outlined in section 3 of the *Common Policy Framework* (Appendix 1).

- Provide timely Ministerial approval of the strategic and annual operational plan, and submit the plans to the Australian Government Minister by 31 May each year for approval.
- Provide performance and financial reporting on the use of, and outcomes achieved with the funds to the Parties to the Agreement, as identified in section 10.
- Develop a two-year Strategic Plan 2006-08 to achieve the outcomes of this Agreement and submit for endorsement by the Australian Government Minister by 31 May 2006.
- Develop an annual operational plan and submit this for approval by the Australian Government Minister by 31 May each year.

### **Joint Responsibilities**

The Northern Territory Government and the Australian Government share responsibility for promoting the coordination of housing, housing related infrastructure, essential services, municipal infrastructure and municipal services programs through the establishment of meaningful linkages, including with local government, in relation to planning, management and delivery.

Under this Agreement, both the Australian and Northern Territory Governments will continue to have responsibility for the direct delivery of some Indigenous essential services, municipal infrastructure and municipal services in the Territory. The two Governments have agreed to commence work on clarifying responsibilities for the delivery of these services beyond the 72 communities already serviced by the Northern Territory Government. It is the intent of both Parties to see this process completed before 1 July 2006.

The two Governments will also promote equitable access for Indigenous people to mainstream programs and services, ensuring that such programs and services are culturally appropriate and responsive to the needs of Indigenous people in both urban and regional/rural communities.

The Parties to the Agreement shall meet at least four times per year during the term of this Agreement. The purpose of these meetings is to monitor the implementation of provisions of the Agreement and ensure outcomes are met.

## **6. INDIGENOUS HOUSING AUTHORITY NORTHERN TERRITORY**

The Parties agree to the reconstitution of the Indigenous Housing Authority Northern Territory (IHANT). The Parties recognise IHANT as the principal source of advice to the Northern Territory Minister for Housing on policies and strategic plans to improve housing and related infrastructure outcomes for Indigenous Territorians.

The Parties acknowledge the mission, values, membership, functions of IHANT as outlined in Section 3 of the *Common Policy Framework* (Appendix 1).

## **7. CONSULTATION**

The Northern Territory Government will ensure Indigenous people are fully involved in the strategic planning, policy setting, decision-making and delivery of housing and housing related infrastructure services by the Government.

A strong partnership with IHANT is a key component of meeting this aim. The Terms of Reference for IHANT emphasise the need to maximise the effective involvement of Indigenous people in housing policy development and delivery.

Over the life of the Agreement the Northern Territory Government will develop strong partnerships with Indigenous Community Housing Organisations and assist them develop their capacity to engage with communities in relation to housing management issues.

## **8. STRATEGIC PLAN / ANNUAL OPERATIONAL PLAN**

The Northern Territory Government will develop a two-year strategic plan that will be reviewed annually within a timeframe that enables the development of an annual operational plan. The strategic plan will aim to give effect to the principles of this Agreement as listed in Section 3 and contribute to the achievement of the outcomes listed in Section 4, and Section 5 of the *Common Policy Framework* (Appendix 1). It will be developed in consultation with IHANT.

The Strategic Plan 2006-08 will meet the following requirements:

- Clearly define priorities for allocation of resources to improve housing and infrastructure outcomes for Indigenous people.
- Provide need-based data to support clearly defined priorities.

- Be consistent with the strategic plans and existing policies of the Australian Government and the Northern Territory Government.
- Provide for the coordination and integration of housing, infrastructure and essential and municipal services , where practicable, linking programs across regions.
- Set outcomes and targets to be achieved in accordance with *Building a Better Future* as identified in Section 5 of the Common Policy Framework, and outcomes / strategies identified in Section 5 of the *Common Policy Framework* (Appendix 1).

The Strategic Plan will be approved by the Northern Territory Minister (and forwarded to the Australian Government Minister for endorsement).

### **Annual Operational Plan**

The Northern Territory Government will develop an annual operational plan that will reflect the priorities contained in the strategic plan.

The annual operational plan will allocate resources on the basis of need across the Northern Territory and will include:

- Priorities contained in the strategic plan.
- Source of housing and infrastructure funds.
- Description of programs and projects, including projected outputs.
- Costs of the program manager.
- Annual outcomes and targets to be achieved in accordance with *Building a Better Future* as identified in Section 5 of the Common Policy Framework, and key performance indicators as identified in Section 6.2 of the *Common Policy Framework* (Appendix 1).

The annual operational plan will be provided by 31 May each year, and should be approved by the Northern Territory Minister. The Australian Government Minister will approve the operational plan within one month of receiving a satisfactory plan.

Australian Government funds to be administered in accordance with this Agreement will be released upon approval of the Annual Operational Plan by the Northern Territory Minister and the Australian Government Minister.

## 9. FUNDING AND FINANCIAL ARRANGEMENTS

The Parties agree to the pooling of funds to be administered in accordance with this Agreement. The Parties agree that the Northern Territory Government has responsibility for administration of pooled funds as outlined in Section 4.1 of the *Common Policy Framework* (Appendix 1).

It is noted that during the negotiation of Schedule 2.1 on Sustainable Indigenous Housing to the *Overarching Agreement on Indigenous Affairs*, the Prime Minister, the Honourable John Howard MP, sent a letter to the Northern Territory Chief Minister, the Honourable Clare Martin MLA, guaranteeing that, in the transfer of housing funding, the Australian Government will compensate the Northern Territory of the Northern Territory is ultimately disadvantaged in the Commonwealth Grants Commission's determination of the revenue sharing relativities for the purposes of distributing Goods and Service Tax revenue.

The Agreement will allow for funds to be utilised towards Shared Responsibility Agreements (SRAs) and Regional Partnership Agreements (RPAs) between the Australian Government, Northern Territory Government and Indigenous communities where the purposes are consistent with the funding objectives of the Agreement. The use of funds for SRAs and RPAs will be subject to agreement between the Australian Government and the Northern Territory Government.

## 10. REPORTING ARRANGEMENTS

The Northern Territory Government will provide reports to Parties on the pooled funds as outlined in Section 6 of the *Common Policy Framework* (Appendix 1). This includes:

### **Financial Reporting**

- Financial report for the period of 1 July to 31 December will be provided by 28 February to the Australian Government Minister. This should include an income and expenditure statement compared with the budget that identifies carry forward funds, current year grants received from the Australian Government and Territory Government, generated income, and proceeds of sale of housing and any other assets acquired.
- Audited financial statement will be provided annually for the period 1 July to 30 June by 31 December.

## Performance Reporting

- Performance report demonstrating progress towards the strategic and operational plan for the period of 1 July to 31 December will be provided by 28 February. The report should include a summary status of all projects, and identify projects that are behind schedule and proposed action to be undertaken.
- Performance report on the achievement of outcomes identified in the strategic and operational plans in a manner consistent with the National Reporting Framework (NRF) will be provided annually for the period 1 July to 30 June by 31 December.

## 11. REVIEW OF THE AGREEMENT

Changes to the Agreement may only be made by mutual agreement in writing.

The Parties agree to renegotiate the terms of this Agreement if necessary, should the provision of funds to the Northern Territory Government agreed under the CSHA change, or should any of the Parties fail to contribute agreed funds, or should there be any significant changes in relevant State or Commonwealth policy or structures.

This Agreement will be renegotiated or terminated in the event of failure of the Parties to agree on program priorities for existing or additional funding. In such circumstances, the Parties agree to seek to amicably resolve any differences or disagreement and that the right to terminate the Agreement pursuant to this clause will be confined to circumstances of serious disagreement over proposed policies or priorities.

The Parties agree to give six months notice in writing of intention to terminate or rescind this Agreement. However if, as a result of serious disagreement, the Parties to this Agreement do not, or cannot, meet their respective responsibilities, this Agreement may be terminated immediately. If the Agreement is terminated without notice, all pooled funds committed under signed contracts will be honoured until contract completion. Parties will enter into negotiations regarding the balance of funds in the pooled account and disbursement to the Parties to this Agreement.

## 12. EVALUATION

Irrespective of any changes to, or renegotiation of the terms of the Agreement the Parties agree to finalise a formal evaluation of the Agreement within the



first two years of the Agreement. The formal evaluation will include the following:

- Measures against the outcomes in this Agreement outlined in Section 4.
- Parties' performance against roles and responsibilities as indicated in Section 5.
- Other areas identified in the Agreement as requiring evaluation, as agreed by the Parties to this Agreement at the first of the four annual meetings in year 1 of this Agreement.

## SCHEDULE 1 - FINANCIAL IMPLEMENTATION

This schedule sets out the pooled funds to be provided, under the Agreement, by the Australian Government and the Northern Territory Government for housing and related infrastructure until the end of the Agreement (2005/08).

The funds for 2006-07 and 2007-08 are estimates of allocations that are intended to be provided, and will be subject to annual Parliamentary appropriation.

### Indicative 2005-06 Funds

Source of Funds	Program	Allocation	Application of funds
CSHA/ Australian Government	ARHP	\$19,964,000	Indigenous Housing
Australian Government	CHIP	\$17,300,000 (NTG delivered)	Indigenous Housing and related infrastructure
		\$15,700,000 (AG delivered)	NAHS
		\$5,500,000 (AG delivered)	Infrastructure
		\$12,400,000 (AG delivered)	Municipal Services
Australian Government	Healthy Indigenous Housing Initiative	\$4,730,000	Capacity Building for ICHOs
Northern Territory Government	Indigenous Housing	\$4,769,000	Indigenous Housing

Indicative 2006-07 Funds

Source of Funds	Program	Allocation	Application of funds
CSHA / Australian Government	ARHP	\$20,241,000	Indigenous Housing
Australian Government	CHIP	\$39,300,000 (NT delivered)  \$5,500,000 (AG delivered)  \$12,400,000 (AG delivered) *1	Indigenous Housing and related Infrastructure  Infrastructure  Municipal Services
Australian Government	Healthy Indigenous Housing Initiative	\$4,730,000	Capacity Building for ICHOs
Northern Territory Government	Indigenous Housing	\$4,840,000	Indigenous Housing

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<sup>1</sup> The portion of NAHS 3 for 2006/07 and 2007/08 to be administered by the Australian Government is yet to be determined.

Indicative 2007-08 Funds

Source of Funds	Program	Allocation	Application of funds
CSHA / Australian Government	ARHP	\$20,522,000	Indigenous Housing
Australian Government	CHIP	\$39,300,000 (NT delivered)	Indigenous Housing and related Infrastructure
		\$5,500,000 (AG delivered)	Infrastructure
		\$12,400,000 (AG delivered)	Municipal Services
Australian Government	Healthy Indigenous Housing Initiative	\$4,730,000	Capacity Building for ICHOs
Northern Territory Government	Indigenous Housing	\$4,910,000	Indigenous Housing