

An Agreement
for the provision of
Housing and Infrastructure
for
Aboriginal
and
Torres Strait Islander People
in
Western Australia
July 2002 - June 2007

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PREAMBLE

Aboriginal people still typically endure much lower standards of housing and higher rates of homelessness than other Australians. Approximately 11% of Aboriginal people living in Aboriginal communities in Western Australia reside in temporary dwellings, with 23% of permanent dwellings requiring major repairs and 11% requiring replacement¹. It is estimated that nearly \$400 million is needed to repair existing houses in line with national standards and to provide enough new houses to eliminate overcrowding and homelessness². To make a difference, a concerted and sustained effort by governments in close collaboration with Aboriginal communities is essential.

This Agreement is seen as a catalyst in improving housing outcomes for Aboriginal people in Western Australia. This Agreement builds upon the strengths of the original Bilateral Agreement signed in 1997³ and implements the major recommendation contained in the Review of the Bilateral Agreement⁴. This recommendation reiterated the need for better coordination, planning and delivery of housing and infrastructure services. One way to achieve this is by pooling Commonwealth, State and ATSIC housing and infrastructure funds.

Accordingly, this Agreement establishes the framework to pool funds and improve coordination at all levels of service delivery. This Agreement also consolidates the partnership between the Western Australian Government, the Commonwealth Government, the Aboriginal and Torres Strait Islander Commission (ATSIC) and Aboriginal communities for the provision of housing and infrastructure.

This Agreement is based on a number of national and state government policy documents addressing Indigenous disadvantage. They are:

- ?? In 1992, the Council of Australian Governments (COAG) agreed to the National Commitment to Improved Outcomes in the Delivery of Programs and Services for Aboriginal Peoples and Torres Strait Islanders.
- ?? In November 2000, the COAG committed to a Reconciliation Framework that centres on partnerships and shared responsibilities with Aboriginal communities, program flexibility, and coordination between government agencies with a focus on local communities and outcomes.
- ?? In May 2001 Commonwealth, State and Territory Housing Ministers adopted a new policy for safe, healthy and sustainable housing for Aboriginal people. The policy document *Building a Better Future: Indigenous Housing to 2010* outlines the principles, objectives and implementation strategies for achieving substantial and enduring improvement in Aboriginal housing outcomes by 2010.
- ?? In October 2001, the Government of Western Australia signed an Agreement with ATSIC that committed the parties to work together to build a new and just relationship between the Aboriginal people of Western Australia and the Government of Western Australia. The "Statement of Commitment" provides a partnership framework to enhance the outcomes that protect and respect the inherent rights of Aboriginal people and to significantly improve the health, education, living standards and wealth of Aboriginal people.

THIS AGREEMENT dated

BETWEEN:

The Minister for Family and Community Services representing the Commonwealth of Australia;

The ATSIC Chairman representing the Aboriginal and Torres Strait Islander Commission; and

The Minister for Housing and Works representing the State of Western Australia.

RECITALS

- A. The Commonwealth has a special responsibility for Aboriginal people under the terms of the Australian Constitution and, as a national government, has an interest in housing policy and outcomes.

¹ Community Housing and Infrastructure Needs Survey 1999

² Figure estimated from 1996 Census Data and Community Housing and Infrastructure Survey 1999

³ The Agreement for the Provision of Housing and Related Infrastructure for Aboriginal and Torres Strait Islander People in Western Australia (1997)

⁴ Review of "The Agreement for the Provision of Housing and Related Infrastructure for Aboriginal and Torres Strait Islander People in Western Australia" (The Bilateral Agreement) August 2000

- B. The Aboriginal and Torres Strait Islander Commission (ATSIC) is the elected representative body of Aboriginal people in Australia.
- C. The Government of the State of Western Australia (State) plays a fundamental role in the equitable provision and delivery of housing services and outcomes to Aboriginal people as citizens of the State.
- D. ATSIC, through its Regional Councils, currently manages and disburses funds provided by the Commonwealth to Aboriginal people for housing and infrastructure. It also has a role in monitoring the effectiveness of programs for Aboriginal people including programs conducted by bodies other than ATSIC.
- E. The Aboriginal Housing and Infrastructure Unit (AHIU), through the Department of Housing and Works (DHW), pursuant to the Housing Act 1980, currently manages and disburses funds provided by the Commonwealth and the State for housing and infrastructure for Aboriginal people.
- F. The Parties acknowledge that improvement is needed in coordinating the provision of housing and infrastructure for Aboriginal people to improve housing, health and other social outcomes by reducing duplication of services and promoting resource efficiency.
- G. The Parties consider that the pooling of their respective funding and administrative resources and appointment of one program manager will improve housing outcomes for Aboriginal people.
- H. The Parties consider that needs-based planning is essential to ensure resources are allocated equitably and target priority areas.
- I. Commonwealth funds will target housing and related infrastructure in rural and remote areas where there is a high need and where there are no other housing options.

Part 1

VISION, PRINCIPLES AND OUTCOMES

1. VISION

All Aboriginal people enjoy access to quality housing and appropriate infrastructure service provision.

2. PRINCIPLES

The principles for achieving the Vision are:

1. A commitment to making a real difference in housing and environmental health outcomes for Aboriginal people.

The Parties to this Agreement will ensure that program objectives and strategies are consistent with those contained in the Housing Ministers' statement of future directions "Building a Better Future: Indigenous Housing to 2010".

The Parties will ensure that COAG's Reconciliation Framework priorities are addressed to ensure that better outcomes are achieved in housing and infrastructure programs.

2. Promotion of strong and equitable relationships.

The Parties will ensure that actions under this Agreement are consistent with the Statement of Commitment agreement between ATSIC and the State in developing a partnership framework reflecting arrangements at regional and local levels.

3. Promotion of economic, employment and training opportunities.

The Parties will advance self-management and socio-economic independence for Aboriginal people in housing and infrastructure construction, maintenance and management through employment, training and enterprise development opportunities.

4. Commitment to needs-based program planning.

The Parties are committed to robust program planning and resource allocation based on need as identified through approved data collection methods at community, regional, state and national levels.

5. Commitment to best practice.

The Parties to this Agreement will provide flexible and adaptable Aboriginal housing and infrastructure programs that strive for best practice and promote positive ideas and initiatives that deliver better outcomes for Aboriginal Western Australians.

3. OUTCOMES OF THE AGREEMENT

The Parties agree that they have a shared responsibility for addressing outstanding housing need, and in doing so, achieving better health and housing outcomes for Aboriginal people. To this end, the Parties agree to implement *Building a Better Future: Indigenous Housing to 2010* to achieve the following outcomes:

- a) A joined-up approach between funding agencies including pooling of Commonwealth, State and ATSIC funds to prevent duplication of services and better coordinate program planning and delivery;
- b) Aboriginal people having formal decision making responsibility for Aboriginal housing and housing infrastructure programs and services in WA;
- c) Alignment of Commonwealth, ATSIC and State Aboriginal housing policies to ensure provision of effective housing services to Aboriginal people;
- d) Indigenous Community Housing Organisations (ICHO) are recognised as vital partners in the provision of appropriate Aboriginal housing;
- e) Skilled ICHO staff with the ability to undertake all aspects of housing management and maintenance in line with established service standards;
- f) Efficient and effective community housing sector structures and systems;
- g) Sustainable employment of Aboriginal people in the administration, planning and delivery of Aboriginal housing;
- h) Equitable access to mainstream housing services;
- i) Integration of infrastructure programs to achieve environmental health outcomes;
- j) Improvements in the health and well being of Aboriginal people through ensuring that housing designs, construction and health hardware (including materials and fittings), are safe, functional and sustainable through consistency with the *National Framework for the Design, Construction and Maintenance of Indigenous Housing* and the *Code of Practice for Housing and Environmental Infrastructure Development in Aboriginal Communities in Western Australia*;
- k) Improved capacity of Indigenous organisations to procure contracts for the delivery and management of housing, resulting in economic benefits for Aboriginal communities;
- l) Increased ownership of housing by Aboriginal people on an individual basis and through Aboriginal community organisations; and
- m) Improved accountability of public funds through needs-based planning, transparent strategic and operational plans and a commitment to a whole of state planning and reporting process.

Part 2

ROLE OF THE PARTIES

The roles and responsibilities of the Parties to this Agreement will be consistent with arrangements under the Commonwealth State Housing Agreement and ATSIC housing and infrastructure programs.

4. ROLE OF THE COMMONWEALTH

The role and obligations of the Commonwealth in achieving the outcomes are:

4.1 Provide Funds

Subject to Parliamentary appropriation and in accordance with the Commonwealth State Housing Agreement and this Agreement, provide funds (refer to Schedule 2) for housing assistance for Indigenous people living in rural

and remote areas of Western Australia where private rental housing and mainstream public housing are unavailable;

4.2 Advise on Policy and Priorities

To provide advice to the AHIC on Commonwealth policies, programs, priorities and strategic directions relating to housing and infrastructure;

4.3 Advise AHIC

To provide advice to the AHIC to assist the development and implementation of strategies based on the assessment of need in the State;

4.4 Provide Ministerial approval of the Strategic Plan

To provide ministerial approval, where appropriate, of the Strategic Plan, the annual update of the Strategic Plan and annual performance reports;

4.5 Assess and Monitor Improvements

To assess and monitor improvements in the safety, health and sustainability of Indigenous housing in Western Australia; and

4.6 Promote Coordination

To promote coordination with linked programs of the Commonwealth.

5. ROLE OF ATSIC

ATSIC has a dual role to represent Aboriginal people and to ensure that appropriate supplementary programs, as agreed with the Commonwealth Government, are provided to Aboriginal persons to address Aboriginal disadvantage. The role and obligations of ATSIC in achieving the outcomes are:

5.1 Provide Funds

To provide funds for pooling on an annual basis (refer to Schedule 2) for housing assistance and infrastructure to be administered in accordance with this Agreement;

5.2 Advise on Policy and Priorities

To provide advice to the AHIC on relevant ATSIC policies and priorities and strategic directions relating to the provision of housing and infrastructure in WA;

5.3 Advise AHIC

To provide advice to the AHIC to assist the development and implementation of strategies based on the assessment of need in the State;

5.4 Appoint AHIC Members

To appoint four members to the AHIC as determined by the AWASC;

5.5 Provide ATSIC Approval of the Strategic Plan

To provide approval by the ATSIC Chairperson of the Strategic Plan, the annual update of the Strategic Plan and annual performance reports; and

5.6 Promote Coordination

To promote coordination between linked programs and provide support for the AHIC in the planning and delivery of programs at the regional level;

5.7 Regional Councils

Regional Councils will:

- a) Develop a five year rolling Regional Housing and Infrastructure Plan (RHIP) consistent with Clause 10;
- b) Provide advice to the AHIC to assist in the development and implementation of strategies based on the assessment of need in the State;
- c) Cooperate with and support the AHIC in the planning, co-ordination, management and provision of housing assistance; and
- d) Monitor the implementation of the RHIP at a regional level.

6. ROLE OF THE WESTERN AUSTRALIAN GOVERNMENT

The role and obligations of the State in achieving the outcomes are:

6.1 Provide Funds

To provide funds on an annual basis (as detailed in Schedule 2) for housing and infrastructure assistance to be administered in accordance with this Agreement;

6.2 Advise on Policies and Priorities

To provide advice to the AHIC on relevant State policies and any priorities and strategic directions relating to the provision of housing and infrastructure in WA;

6.3 Program Management

To be program manager for the pooled funds on behalf of the Parties to the Agreement;

6.4 Advise the AHIC

To provide advice to the AHIC to assist in the development and implementation of strategies based on the assessment of need in the State;

6.5 Support the AHIC

To provide administrative, secretariat and technical support to the AHIC in accordance with the Agreement principles and protocols to be outlined in the Memorandum of Understanding. This will include implementing programs and policies outlined in the Strategic and Operational Plans;

6.6 Accountability

To provide performance and financial reporting on the use of, and outcomes achieved, with the pooled funds to the Parties to the Agreement;

6.7 Appoint AHIC Members

To provide Ministerial appointment of the Chair, two state representatives and the AHIC Executive Director to the AHIC;

6.8 Appoint AHIC Chair to DHW Board

To appoint the Chair of the AHIC to the State Housing Commission Board of Commissioners;

6.9 Provide Approval for the Strategic Plan

To provide approval by the WA Minister for the Strategic Plan and annual Operational Plans. Submit the Strategic Plan to the Commonwealth Housing Minister and ATSIC Chairperson for approval; and

6.10 Promote Coordination

To promote co-ordination between linked programs of the Western Australian Government.

Part 3

CONSTITUTION, POWERS AND FUNCTIONS OF THE ABORIGINAL HOUSING AND INFRASTRUCTURE COUNCIL

7. ABORIGINAL HOUSING AND INFRASTRUCTURE COUNCIL (AHIC)

7.1 Composition of the AHIC

The AHIC shall be made up of eight Aboriginal members as follows:

- a) Four ATSIC representatives nominated by the ATSIC Western Australia State Council;
- b) A part time salaried Chairperson appointed by the WA Minister;
- c) The Executive Director of the Aboriginal Housing and Infrastructure Unit; and
- d) Two State representatives who have demonstrated expertise in the area of Aboriginal housing and infrastructure, appointed by the WA Minister.

7.2 Selection of State Representatives

- a) The selection panel for the Chairperson at Clause (b) and State Representatives at Clause (d) will include an ATSIC representative; and
- b) The WA Minister, where possible, will appoint State representatives to promote equal regional representation across Western Australia.

7.3 Tenure

- a) Each AHIC member appointed in accordance with Clause 7.1 (b & d) will be appointed for the period of operation of this Agreement; and
- b) Each ATSIC member appointed to the AHIC, in accordance with Clause 7.1(a), will retain their appointment as long as they retain their membership and endorsement by the AWASC.

7.4 Meetings

The AHIC shall meet at least four times per year and will determine its own meeting rules and procedures.

7.5 Sub-Committees

The AHIC may create sub-committees to assist in carrying out its functions.

7.6 Accountability

The AHIC will be accountable to the Parties to this Agreement through the WA Minister.

7.7 AHIC Support

AHIU will provide secretariat support to the AHIC.

8. POWERS AND FUNCTIONS OF AHIC

The Parties recognise the AHIC as the principal source of advice on policies and strategies to improve housing outcomes for Aboriginal people in WA. In this role the specific functions of the AHIC are:

8.1 Formulate Strategic Policy

In consultation with Regional Councils, formulate strategic policy based on the principles outlined in Part 1 of this Agreement regarding housing and infrastructure provision for Aboriginal people and to inform the Parties to the Agreement and each Regional Council of such policy;

8.2 Regional Housing and Infrastructure Plan Framework

To develop a broad framework (consistent with Clause 10) agreed to by Regional Councils, to be used by Regional Councils for the development of their Regional Housing and Infrastructure Plans (RHIP);

If the RHIP are not based on the framework as agreed by AHIC and the Regional Councils, the AHIC will refer the plan back to the Regional Council for amendment. The priorities set by Regional Councils in their RHIP will not be altered without the agreement of the relevant Regional Council. If the AHIC and Regional Council/s fail to agree on a framework and/or the content of the RHIP, the matter will be referred to the signatories of this Agreement for decision;

8.3 Develop the State Strategic Plan

To develop a five-year rolling Strategic Plan, consistent with Clause 11.1, in consultation with Regional Councils. To revise and update the Strategic Plan on an annual basis;

8.4 Develop the State Operational Plan

To develop an annual Operational Plan, consistent with Clause 11.5, based on the Strategic Plan and informed by Regional Housing and Infrastructure Plans;

8.5 Submit the Strategic Plan and Annual Operational Plan for Approval

To submit the Strategic Plan and the annual Operational Plan to the WA Minister for approval;

8.6 Allocate Pooled Funds

To allocate funds to ATSIC Regional Councils based on need and in accordance with Schedule 2;

The AHIC will consult with, and seek each Regional Council's agreement, to a needs-based funding formula to be applied to the pool of funds. If agreement cannot be established between the AHIC and Regional Councils within 2 years (see p24), it will be referred to the signatories of this Agreement for decision;

8.7 Implement Regional Council Housing and Infrastructure Plans

To implement housing and infrastructure programs in accordance with ATSIC Regional Council RHIP;

8.8 Delivery of Services

To establish policy guidelines for the delivery of programs and services in accordance with the Strategic Plan and the principles of this Agreement;

8.9 To Coordinate and Monitor Housing and Infrastructure Provision

To coordinate and monitor the provision of housing and infrastructure for Aboriginal people in Western Australia on behalf of the Parties to this Agreement; and

8.10 Access to Mainstream Housing

The Chair of the AHIC, as a member of the State Housing Commission Board of Commissioners, will provide advice and advocate for the improvement of Aboriginal peoples' access to mainstream public housing and culturally appropriate housing services.

9. MEMORANDUM OF UNDERSTANDING (MOU)

9.1 MOU Operation

The AHIU and ATSIC will develop a MOU, with the agreement of the Regional Councils, to guide the operational processes and procedures of this Agreement. The development and approval of the MOU will be a priority after the signing of this Agreement.

9.2 Development of the MOU

The MOU will outline the operational requirements of the AHIC and ATSIC, the requirements and procedures of the AHIU as program managers and the relationship between the Parties and other key stakeholders. The MOU will contain a subsection relating to service delivery in each ATSIC Region.

9.3 MOU and Dispute Resolution

If ATSIC, Regional Council/s and the AHIU are unable to agree on terms and conditions under the MOU, then the MOU will be referred to the ATSIC Chair and the WA Minister for decision.

Part 4

PLANNING

10. REGIONAL HOUSING AND INFRASTRUCTURE PLANS

Each ATSIC Regional Council will develop a five-year rolling RHIP that will be consistent with the framework to be developed under Clause 8.2. The RHIP is to be reviewed annually within a timeframe that enables the development of the Operational Plan by the AHIC. Each RHIP will meet the following requirements:

- a) Be consistent with the agreed principles, objectives and strategies of *Building a Better Future: Indigenous Housing to 2010*;
- b) Be based on the Common Reporting Framework for Indigenous housing plans;
- c) Clearly define priorities for the allocation of resources to improve housing and infrastructure outcomes for Aboriginal people in the region for the period of five (5) years commencing on 1 July 2003;
- d) Provide needs-based data to support clearly defined priorities;
- e) Be consistent with the Agreement Outcomes and aims of the Strategic Plan, as well as other policies and planning guidelines determined by the AHIC; and
- f) Provide for the coordination and integration of housing, infrastructure and, where practicable, linked programs across the region.

11. STRATEGIC AND OPERATIONAL PLANS

11.1 Strategic Plan

The AHIC will develop a Strategic Plan based on the national directions established in *Building a Better Future: Indigenous Housing to 2010* and outcomes specified in this Agreement. The Strategic Plan will have a five-year outlook, be outcomes focused, include a statement of housing and infrastructure funding and needs-based funding allocations, and incorporate the national goal of providing safe, healthy and sustainable housing for Indigenous people.

11.2 Common Reporting Framework

The Strategic Plan will address the Common Reporting Framework requirements.

11.3 Review

The Strategic Plan will be reviewed and updated by AHIC on an annual basis.

11.4 Release of Funds

Funds to implement the Strategic Plan will be released annually by the Parties following approval of the Strategic Plan by the WA Minister, Commonwealth Minister and the ATSIC Chairperson and in line with the Common Reporting Framework protocols.

11.5 Operational Plan

The AHIC will develop an annual Operational Plan that will reflect the priorities contained in the Strategic Plan and RHIP's. The annual Operational Plan will allocate resources on the basis of need and will include:

- a) Housing and infrastructure priorities contained in the nine ATSIC Regional Council RHIP;
- b) Source of housing and infrastructure funds;
- c) Funding allocations for programs and projects by ATSIC Region;
- d) Description of programs and projects, including projected targets or outputs;
- e) The administrative costs of the AHIC (as program managers) and AHIC; and
- f) Reporting on any related programs regarding Aboriginal housing and infrastructure.

11.6 Endorsement of the Operational Plan

The Operational Plan will be submitted by AHIC to the WA Minister on an annual basis.

12. FAILURE OF THE PARTIES AND AHIC TO AGREE

In the event of the Commonwealth Minister, the ATSIC Chairperson or the WA Minister refusing to approve the Strategic Plan, the plan shall be returned to the AHIC for further consideration, with a statement of the reasons for disapproval. If the AHIC is unable to submit a Strategic Plan acceptable to all Signatories to this Agreement within a reasonable timeframe, Clause 20 will be enforced.

Part 5

FUNDING AND FINANCIAL ARRANGEMENTS

13. FUNDING ARRANGEMENTS

13.1 Allocation of Funds

The Parties agree to the pooling of funds to be administered in accordance with this Agreement. Funds to be pooled are:

- a) Specific housing assistance grants provided by the Commonwealth to the State under the provisions of the *Housing Assistance Act* for housing assistance to Aboriginal persons;
- b) Funds specified by the State for housing, infrastructure and environmental health programs for Aboriginal people that are administered by the DHW;
- c) Funds specified by ATSIC for specific housing and infrastructure services for Aboriginal persons and Torres Strait Islanders from funding appropriated to it by the Commonwealth; and
- d) Any other funds that may be available for Aboriginal housing and infrastructure from time to time from any source.

An outline of the funds available in 2002/03 is listed in Schedule 2.

14. OPERATIONAL AND ADMINISTRATIVE COSTS

The cost of administration, operation and implementation of all AHIC decisions, including AHU program management costs, will be drawn from funds made available under this Agreement provided that the budget is contained in the Operational Plan and included in the annual performance report (in accordance with Clause 15).

15. PERFORMANCE REPORTING

15.1 Annual Report

AHIC will provide Annual Reports to the Parties on the following matters in line with the Common Reporting Framework and any other guidelines set out in the MOU:

- a) An overview of the operation and current status of the Strategic Plan;
- b) An expenditure report for the previous financial year, including identification of any funds to be carried forward to the next financial year;
- c) A performance report for the previous year, including identification and explanation of any work to be carried forward to the next financial year; and
- d) An evaluation of the outcomes against the targets set in the Strategic Plan.

15.2 Performance Reports

The success of this Agreement will be guided by progress towards achieving the outcomes at Clause 1.3, targets set out in the Strategic Plan and goals in the Common Reporting Framework.

The annual performance reports will measure progress in meeting these goals and targets and will be provided to the Parties in accordance with this Agreement and the MOU.

Part 6

MISCELLANEOUS

16. AGREEMENT FOR THE PROVISION OF ESSENTIAL SERVICES TO INDIGENOUS COMMUNITIES IN WESTERN AUSTRALIA

This Agreement complements the *Agreement for the Provision of Essential Services to Indigenous Communities in Western Australia*. Changes, renewal or termination of the Essential Services Agreement will be examined by ATSIIC and the State to determine future endorsement and support.

17. DURATION

This Agreement will be for the period of five years from the date of execution.

18. EXTENSION AND VARIATION

Extensions or variations to this Agreement will be through mutual written agreement by the Parties.

19. RENEGOTIATION AND DISPUTE RESOLUTION

The Parties agree to vary or renegotiate the terms of this Agreement if necessary, should:

- a) Any of the Parties fail to contribute funds; or
- b) There be any significant change in relevant State or Commonwealth policy or structures.

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 will refer any unresolved disputes to the signatories to this Agreement for mediation prior to seeking to terminate the Agreement.

20. TERMINATION

20.1 Termination Notice

Any Party may withdraw from this Agreement provided that notice is given to the other Parties at least six months in advance. However, if, as a result of serious disagreement, the Parties to this Agreement do not, or cannot, meet their respective roles and responsibilities, this Agreement may be terminated immediately.

20.2 Contractual Obligations and Agreement Termination

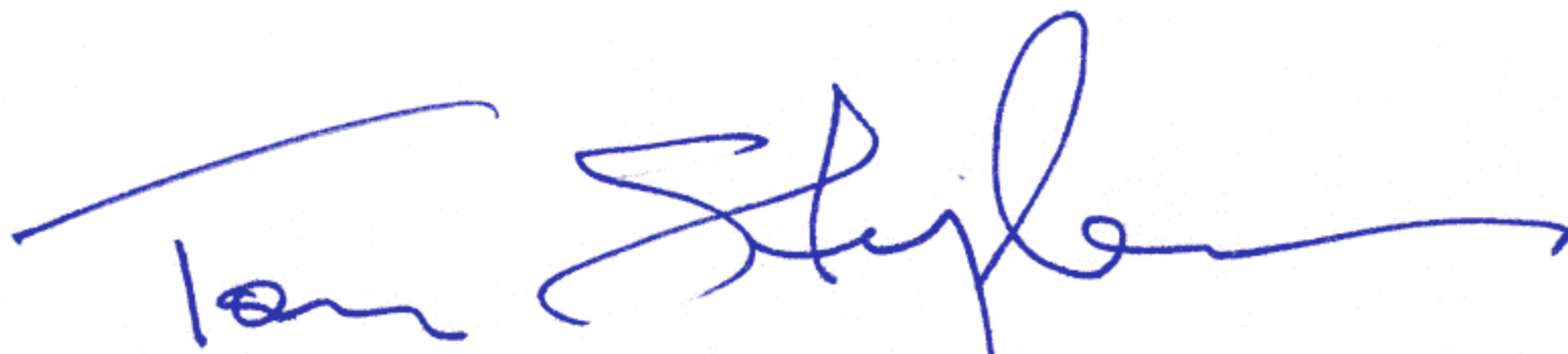
If the Agreement is terminated without notice, all pooled funds committed under a signed contract by the AHU, as Program Managers, will be honoured until contract completion. Parties will enter into negotiations regarding the balance of funds in the pooled account and disbursement to Parties of this Agreement.

SIGNED for and on behalf of each of the Parties by:

THE HON. TOM STEPHENS MLC
MINISTER FOR HOUSING AND WORKS

Date:

SIGNED for and on behalf of each of the Parties by:



THE HON. TOM STEPHENS MLC
MINISTER FOR HOUSING AND WORKS

Date:

5/7/02



SENATOR THE HON. AMANDA VANSTONE
COMMONWEALTH MINISTER FOR FAMILY AND COMMUNITY SERVICES

Date:



MR GEOFF CLARK
CHAIRMAN

THE ABORIGINAL AND TORRES STRAIT ISLANDER COMMISSION

Date:

5.7.02.

SCHEDULE ONE DEFINITIONS

1. DEFINITIONS

"Aboriginal people" means people of the Aboriginal race of Australia and, for the purposes of this Agreement, shall include any Torres Strait Islander as defined in s4 (1) of the ATSIC Act.

"Act" means the *Housing Act 1980 (WA)*.

"Agreement" means this agreement and includes the schedules (if any) as amended from time to time.

"AHIC" means the Aboriginal Housing and Infrastructure Council as constituted by Clause 7 of this Agreement.

"AHIU" means the Aboriginal Housing and Infrastructure Unit of the WA Department of Housing and Works.

"ARHP" means the Aboriginal Rental Housing Program funded through the Commonwealth State Housing Agreement.

"ATSIC" means the Aboriginal and Torres Strait Islander Commission established under the *Aboriginal and Torres Strait Islander Act 1989*.

"ATSIC Act" means the *Aboriginal and Torres Strait Islander Commission Act 1989* of the Commonwealth as amended.

"ATSIC Representative" means the 4 AWASC members elected from time to time and nominated by the ATSIC WA State Council to represent ATSIC on the AHIC. ATSIC will ensure that the committee includes equitable representation.

"AWASC" means the ATSIC WA State Council that comprises the 4 WA Commissioners and 9 WA Regional Council Chairpersons as elected from time to time in accordance with the ATSIC Act.

"CDEP" means the Community Development Employment Project Scheme of ATSIC.

"CHIP" means the Community Housing and Infrastructure Program of ATSIC.

"CSHA" means the Commonwealth State Housing Agreement.

"Clause" means unless the contrary is stated, a clause, sub-clause or paragraph of this Agreement.

"Common Reporting Framework" means the guidelines developed by ATSIC and the Department of Family and Community Services to assist in the development of State Indigenous housing plans and performance reports.

"Commonwealth" means the Government of the Commonwealth of Australia.

"Commonwealth Minister" means the Commonwealth Minister responsible for Aboriginal housing matters.

"DHW" is an abbreviation of the Department of Housing and Works which means the State Housing Commission of Western Australia, established pursuant to the Housing Act 1980.

Grant Letter of Offer means the letter in which ATSIC offers its funding to the State, inclusive of ATSIC terms and conditions, to ensure all accountability requirements are met.

"Housing" means residential housing including dwellings and other forms of residential accommodation. It includes fences, outbuildings, connections for sewerage, drainage, water, electricity, gas and other services as provided or are reasonably required to be provided for dwellings.

"Housing Assistance" means financial and other assistance to provide housing for Aboriginal people.

"Indigenous Community Housing Organisation" means any body incorporated under State or Commonwealth legislation:

- (a) The majority of whose members are Aboriginal persons or Torres Strait Islanders, or both; or

(b) Controlled, directly or indirectly, by Aboriginal persons or Torres Strait Islanders, or both.

"Infrastructure" includes such services related to housing and may include water, power, sewerage and internal community roads for dwellings and other facilities within a community.

"Linked Programs" are programs linked to housing and include but are not limited to any program operated or delivered by the Commonwealth, ATSIC or State which is agreed from time to time by the Parties to be a Linked Program. Services delivered under Linked Programs may include and are not limited to:

- a) Community health care;
- b) Environmental health management support;
- c) The construction, operation and maintenance of headworks for services (power stations, bores, pumps, tanks and mains, and sewerage works);
- d) Augmentation and capital replacement (depreciation) of headworks noted in (c) above;
- e) Construction, upgrading and maintenance of transport services;
- f) CDEP;
- g) Home Ownership programs;
- h) Training and employment;
- i) Education;
- j) Mainstream housing assistance;
- k) Law and order;
- l) Land tenure; and
- m) Native title issues.

"NAHS" means funding under the National Aboriginal Health Strategy (Environmental Health) program administered by ATSIC

"Need" means housing need as defined by the AHIC from time to time and may be based on an assessment of social, cultural, locational, environmental and economic factors in the State based on data evaluation and consultation with Aboriginal people.

"The Outcomes" means the Outcomes of this Agreement as detailed in Clause 3.

"The Parties" means the Commonwealth, ATSIC and State of Western Australia.

"Region" means any region referred to in s91 (1) of the ATSIC Act lying wholly within the State.

"Regional Agreements" means those agreements entered into by WA, any Regional Council or Aboriginal Community Organisation for the delivery of services to Aboriginal people in WA.

"Regional Boundaries" are, for the purposes of this Agreement, Regional Council boundaries to ensure program coordination and integration will be maximised.

"Regional Council" means any regional council established under s92 of the ATSIC Act in respect of a Region.

"Regional Housing and Infrastructure Plan" means a plan for housing and infrastructure developed by a Regional Council consistent with Clauses 8.2 and 10.

"State" means, geographically, the state of Western Australia.

State Housing Commission Board of Commissioners is accountable for the performance of the DHW under the Housing Act 1980, and is responsible for its overall governance.

"State Representatives" means two State representatives appointed by the WA Minister who can demonstrate expertise in the area of Aboriginal housing and infrastructure.

"Statement of Commitment" means the agreement signed between the WA Government and ATSIC on 10 October 2001

"Strategic Plan" means the strategic plan developed by the AHIC in terms of Clause 11 for approval by the Parties

"WA" means the State of Western Australia.

"WA Minister" means the WA Minister with responsibility for Aboriginal housing matters.

SCHEDULE TWO FINANCIAL AND IMPLEMENTATION ARRANGEMENTS

This schedule sets out the staged arrangements for the pooling of funds and program delivery for 2002/2003 until the end of the Agreement.

The funds listed below are indicative of the total pool of funds available for housing and infrastructure in WA.

Indicative 2002/03 Funds

Source of Funds	Allocation	Current application of Funds
ATSIC - Regional Council housing and infrastructure funds	\$18.165m	RC decision
ATSIC - National Aboriginal Health Strategy program	\$53.500m	Four years allocations committed under contract until 03/04.
ATSIC - RAESP Capital	\$8.988m	RC – Delivery arrangements under contract until 03/04
ATSIC - Surveys & Town Planning	\$0.550m	Delivery arrangements under contract until 03/04
ARHP (Cwth)	\$17.619m	AHIU in line with Commonwealth requirements.
WA State Treasury	\$12.551m (Funding will increase to \$17m for each financial year during the life of the Agreement, including retrospective payments for the 02/03 financial year *)	AHIU – \$6.551 million is committed under contract until 03/04.
Department of Housing and Works	\$4m (For the 2002/2003 the total amount will be \$7.499m with \$4m/annum thereafter for the life of the Agreement*)	AHIU according to Aboriginal Housing Board decisions.

* Subject to State Budgetary processes

Actual pooling of funds will be introduced in different stages during the life of the Agreement, as it is contingent on current contractual arrangements.

Financial arrangements will be as follows:

2002/2003 Financial Year

State Treasury and Commonwealth ARHP funds will be administered by AHIU with the AHIC monitoring and evaluating the outcomes of expenditure. Funds have been committed under current AHIU policy and program guidelines.

ATSIC, AHIU and ATSIC Regional Councils will develop a MOU in accordance with Clause 9. Development and approval of the MOU will be a priority subsequent to the signing of this Agreement. The AHIC will be formed and will be involved in making a number of policy decisions including a needs-based funding formula for application in 2003/2004 and development of a RHIP framework.

Decisions on CHIP allocations for 2002/2003 have already been made by ATSIC Regional Councils. Agreed ATSIC Regional Council housing and infrastructure projects will be administered by the AHIU under a separate contract in line with each ATSIC Regional Council housing program plan for 2002/2003.

The Grant Letter of Offer and MOU will cover the operational and reporting requirements of ATSIC and AHIU in regard to the CHIP funding.

For 2002/2003, ATSIC RAESP, NAHS and Survey and Town Planning Funds are committed under contract and will be administered by ATSIC Regional Offices as determined by each contract.

ATSIC's CHIP Municipal Services component will continue to be administered by ATSIC Regional Offices. Given the possible overlaps between the operational funding for Municipal Services and Housing and Infrastructure activities there may be some fine tuning required to determine which amounts should remain with ATSIC and which should be administered by the AHIU.

In consideration of the timing of this Agreement, Parties have agreed that provision of a consolidated 2002/2003 State Operational Plan will be limited in content due to the planning process of the nine WA ATSIC Regional Councils. The Plan will be submitted containing all available program information and supplementary information will be integrated as it becomes available from Regional Councils.

2003/2004 Financial Year

The financial contributions of the Parties for 2003/2004 will be confirmed following determination of annual State and Commonwealth budgets and the renegotiation of the CSHA.

NAHS, RAESP, Survey and Town Planning and State program funds continue to be committed until the end of the 2003/2004 financial year under contractual obligations. All other indicative funds will be pooled and administered as per this Agreement and the MOU.

The AHIC will apply the agreed funding formula for the 2003/2004 financial year and Regional Councils will plan their housing and infrastructure programs in accordance with Clauses 8.2 and 10.

2004/2005, 2005/2006 and 2006/2007 Financial Years

In 2004/2005 all funding will be available for pooling and the AHIC will be responsible for applying an agreed funding formula to apportion the money to regions. The AHIU will become responsible for program management of all pooled funds and will utilise agreed regional delivery arrangements as outlined in the MOU. ATSIC Regional Councils will be required to submit a five year rolling RHIP to the AHIC, using the agreed AHIC framework and adhering to AHIC policy guidelines.

Agreed Minimum Regional Council Allocations

The table below sets out allocations for 2002/2003 and 2003/2004 by Regional Council region, for the purpose of planning community housing and infrastructure activities. The Parties agree to maintain these minimum allocations until the 2004/2005 financial year.

Regional Council	RC CHIP	RAESP Cap.	Total
Wunan	4,688,795	1,587,500	6,276,295
Malarabah	3,622,195	1,552,600	5,174,795
Kullarri	1,466,070	975,200	2,441,270
NNY	1,158,745	1,015,300	2,174,045
Western Desert	2,981,660	1,649,529	4,631,189
Yamatji	1,795,870	760,506	2,556,376
Wongatha	1,387,333	630,633	2,017,966
Perth Noongar	413,200	103,400	516,600
Country Noongar	651,628	103,400	755,028
TOTAL	18,165,496	8,378,068	26,543,564

The AHIC, over the next two years, will consult with and seek Regional Council agreement, to a needs-based model for planning and resource allocation for the total pool of funds. This model will include a minimum funding allocation for each region for forward planning purposes.

Home Ownership Programs

ATSIC and DHW each have an ongoing commitment to support individual home ownership by Aboriginal people. Although these programs will not form part of the pooled funds, the parties agree that these programs should be included as part of the State Strategic Plan and form part of information sharing and planning arrangements. Indicative allocations for 2002/03 are:

Aboriginal Home Ownership Scheme (DHW)	\$5m
ATSIC Home Ownership Program	\$5m