

NATIONAL PARTNERSHIP AGREEMENT ON REMOTE INDIGENOUS HOUSING

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
 - t the State of New South Wales;
 - t the State of Victoria;
 - t the State of Queensland;
 - t the State of Western Australia;
 - t the State of South Australia;
 - t the State of Tasmania; and
 - t the Northern Territory of Australia.

This Agreement aims to facilitate significant reform in the provision of housing for Indigenous people in remote communities and to address overcrowding, homelessness, poor housing condition and severe housing shortage in remote Indigenous communities.

National Partnership Agreement on Remote Indigenous Housing

NATIONAL INDIGENOUS REFORM AGREEMENT

PRELIMINARIES

1. This agreement is created subject to the provisions of the *Intergovernmental Agreement on Federal Financial Relations* and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. However, the Parties have also agreed other objectives and outcomes – for example, in the National Indigenous Reform Agreement – which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. This National Partnership Agreement has been established as a ten year funding strategy to reform responsibilities between the Commonwealth, the States and the Northern Territory in the provision of housing for Indigenous people in remote communities and to address overcrowding, homelessness, poor housing condition and severe housing shortage in remote Indigenous communities.
4. Improvements to the current poor standard of housing and infrastructure, and measures to address the high levels of overcrowding and homelessness in remote Indigenous communities are critical to meeting the Council of Australian Governments (COAG) endorsed targets to address Indigenous disadvantage.
5. The Commonwealth, States and the Northern Territory recognise that addressing the current sub-standard provision of housing and housing-related services to Indigenous Australians in remote Australia will require a shared commitment over the long term.

PART 1 – FORMALITIES

Parties to this Agreement

6. In entering this Agreement, the Commonwealth, States and the Northern Territory recognise that they have a mutual interest in improving housing outcomes for Indigenous people in remote communities and that they need to work together to achieve those outcomes. The Parties acknowledge that implementation of this Agreement will be different in each State and the Northern Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs this Agreement and will expire on 30 June 2018, unless terminated under paragraph 38 of this Agreement.

Delegations

8. The Minister for Families, Housing, Community Services and Indigenous Affairs or the Minister for Housing is authorised to agree the Implementation Plans on behalf of the Commonwealth and certify that payments may be made to the States and the Northern Territory on the achievement of performance benchmarks specified in the Implementation Plans.
9. State and Territory Premiers or Chief Ministers (or their nominees) are authorised to agree the Implementation Plan on behalf of their State or Territory.

Interpretation

10. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) **Agreement** means this Agreement and any attached bilateral implementation plans, schedules or annexures.
 - (b) **Essential and Municipal Services** means power, water and sewerage operation and maintenance, road maintenance, waste disposal, landscaping and dust control, dog control, environment health activities, and management of infrastructure and municipal services.
 - (c) **Housing related Infrastructure** refers to the connection and supply of power, drinking water and sewerage to permanent dwellings.
 - (d) **Indigenous** means people who identify as Aboriginal and/or Torres Strait Islander.
 - (e) **Normalised service arrangements** mean that a remote Indigenous community is serviced by municipal and essential services delivery arrangements that are accountable through an agreed framework and reflect a standard of service delivered to non Indigenous people in communities of similar size and location.
 - (f) **Remote and very remote** have the same meaning as definitions of remote and very remote under the Accessibility/Remoteness Index of Australia (ARIA).
 - (g) **Remote Indigenous community** means a community that is classified as either 'remote' or 'very remote' (as defined by the ARIA index).
 - (h) **Repairs and replacement** means the significant repair and or replacement of existing Indigenous housing in remote communities.
 - (i) **Tenancy management** means a standard consistent with the existing States and Northern Territory tenancy and asset management delivery framework.
 - (j) **Town Camps** means Indigenous communities in, adjacent to, or within close proximity to town boundaries.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

11. Housing investment for the benefit of Indigenous people in remote Indigenous communities is a central plank to achieving the targets for 'Closing the Gap' on Indigenous disadvantage. This National Partnership Agreement will establish a ten year remote Indigenous housing strategy aimed at:
 - (a) significantly reducing severe overcrowding in remote Indigenous communities;
 - (b) increasing the supply of new houses and improving the condition of existing houses in remote Indigenous communities; and
 - (c) ensuring that rental houses are well maintained and managed in remote Indigenous communities.

Outcomes

12. This Agreement will contribute to the following outcome in the National Affordable Housing Agreement:

Indigenous people have improved amenity and reduced overcrowding, particularly in remote and discrete communities.

Outputs

13. This Agreement will support the achievement of the agreed objective and outcomes through a range of outputs. These include:
 - (a) supply of safe and adequate housing that will contribute to improved living standards for Indigenous people in remote communities;
 - (b) robust and standardised tenancy management of all remote Indigenous housing that ensures rent collection, asset protection and governance arrangements consistent with public housing standards;
 - (c) a program of ongoing maintenance and repairs that progressively increases the life cycle of remote Indigenous housing from seven years to a public housing-like lifecycle of up to 30 years;
 - (d) construction of new houses and ongoing repair and maintenance of houses in remote Indigenous communities;
 - (e) increased employment opportunities for local residents in remote Indigenous communities;
 - (f) accommodation such as hostels and subsidised rental housing in regional areas to support people from remote communities to access training, education, employment and support services;
 - (g) progressive resolution of land tenure on remote community-titled land in order to secure government and commercial investment, economic development opportunities and home ownership possibilities in economically sustainable communities;
 - (h) upgraded housing and housing-related infrastructure in town camps where appropriate; and

- (i) improved data collection through a three-yearly Community Housing and Infrastructure Needs Survey (CHINS) - like collection.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

14. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

15. The Commonwealth will have responsibility for:
 - (a) funding for additional Indigenous housing and housing-related infrastructure in remote Australia, conditional on secure land tenure being settled, to significantly reduce overcrowding and homelessness with the aim that a significant level of unmet housing need is met by the end of this period;
 - (b) subject to paragraphs (c)), funding for the provision of some municipal and essential services under existing arrangements to Indigenous communities pending the development and take up of agreed funding responsibilities with the States and the Northern Territory; and
 - (c) agreeing a process with each jurisdiction on the scope and timing for comprehensive audits of the state of municipal and essential services within relevant Indigenous communities to be undertaken from 2009. The audits will assess the level and need for municipal and essential services as well as an assessment of required housing related infrastructure.

Role of the States and Territories

16. The States and the Northern Territory will have responsibility for:
 - (a) provision of housing in Indigenous communities and through State and Territory housing authorities be the major deliverer of housing for Indigenous people in remote areas of Australia;
 - (b) ensuring provision of standardised tenancy management and support for all Indigenous housing in remote areas consistent with public housing standards of tenancy management including through, where appropriate existing service providers; and
 - (c) developing and implementing land tenure arrangements to facilitate effective asset management, essential services and economic development opportunities.

Shared Responsibilities

17. Within the COAG framework, the Commonwealth, the States and the Northern Territory governments will work together towards:
 - (a) A report back to COAG by December 2009 on a proposal for
 - clearer roles and responsibilities and funding with respect to municipal services and ongoing maintenance of infrastructure and essential services in remote areas.:
 - a timeframe for implementation of new arrangements and for these arrangements to be in place from 1 July 2012.

- (b) refining or further developing performance indicators and provide data to enable performance reporting and evaluation of outcomes of this Agreement; and
- (c) maintaining and developing national minimum data sets required to allow comparative reporting of jurisdictional service delivery effort.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

18. This section sets out national performance indicators and benchmarks, noting that individual States and Territories may contribute in different proportions.
19. To the extent they contribute to the achievement of objectives and outcomes under the National Affordable Housing Agreement and the National Indigenous Reform Agreement or contribute to the aggregate pace of activity in progressing COAG's agreed reform agenda, these performance benchmarks may be the subject of monitoring, analysis and reporting for each State and Territory by the COAG Reform Council.
20. Progress in relation to the achievement of the objectives will be measured by:

Performance Indicators	Baseline Measure	Benchmarks
Overcrowding and Homelessness Average occupancy rate	Average occupancy per remote dwelling = 8.8 (CHINS 2006)	Average occupancy per remote dwelling to reduce by 2018
The incidence of homelessness	3,000 Homeless Indigenous people in remote and very remote areas (ABS 2006)	Incidence of homelessness in remote Australia reduces by: 30 per cent by 2013; and 50 per cent by 2018
Number and percentage of dwellings that are overcrowded by State and Territory based on the Australian Bureau of Statistics definition (currently Canadian National Occupancy Standard - CNOS)	No. of overcrowded remote households requiring one or more additional bedrooms (CNOS) (ABS 2006)	Reduce no of overcrowded dwellings houses in remote Australia by 4,200 by 2018
New Dwellings Number of new dwellings constructed Number of dwellings replaced or significantly upgraded Total Number of dwellings		New housing construction of 4,200 houses completed by 2018 Repair and replacement for existing 4,876 houses completed by 2014

Performance Indicators	Baseline Measure	Benchmarks
<p>Tenancy Management</p> <p>Number of households covered by tenancy management arrangements overseen by State or Territory Governments</p>	<p>Proportion of ICHOs reported to have housing management plans in place (AIHW 2005-06)</p>	<p>Tenancy management , rent collection and tenancy support services in place for all existing and 'repaired and replaced' houses in remote Indigenous communities by 2015</p> <p>All prospective tenants of new houses to be offered Living Skills support training as part of tenancy management.</p>
<p>Repairs and Maintenance</p> <p>Number of dwellings inspected through a standard property inspection regime</p> <p>Number of dwelling Repairs and maintenance works completed as programmed using property condition data</p> <p>Average time taken to complete identified repairs and maintenance</p>	<p>69 per cent of houses require minor or no repairs in remote and very remote areas (CHINS 2006)</p> <p>Existing habitable remote and very remote permanent dwellings; Plus permanent dwellings to have major repairs and replacement (CHINS 2006)</p> <p>Plus 4,200 new houses to be constructed</p> <p>76 per cent of ICHOs have housing management plans in place (AIHW 2005-06).</p>	<p>Comprehensive rolling program of repairs and maintenance in place for all houses in remote Indigenous communities by 2010 as per jurisdictional Implementation Plans</p> <ul style="list-style-type: none"> - current dwelling property condition data to inform rolling program - repaired and replaced houses and new houses to be incorporated into the rolling program as they come 'on line'
<p>Essential and Municipal Services</p> <p>Number of communities and dwellings (including town camps) covered by normalised service level standards and delivery arrangements for essential and municipal services</p> <p>Number of permanent dwellings with working connections to the full range of housing related infrastructure (power, water, sewage)</p> <p>Number of communities (including town camps) connected to essential services (power, water, sewerage)</p>	<p>1,121 communities connected to water, sewerage and power (AIHW 2005-06)</p> <p>1,009 communities with rubbish disposal (CHINS 2006)</p> <p>15,868 dwellings connected to water, sewerage and electricity (AIHW 2005-06)</p>	<p>All communities connected to operating water, sewerage and power by 2018</p> <p>All communities with rubbish disposal by 2018</p> <p>All dwellings connected to operating water, sewerage and power by 2018</p>

Performance Indicators	Baseline Measure	Benchmarks
<p>Employment Related Accommodation (such as hostel or rental accommodation)</p> <p>Number of family-style dwellings and single accommodation/ beds provided for flexible employment related accommodation</p> <p>Number of Indigenous people from remote communities housed in employment related accommodation in regional areas</p>	<p>ABS data</p> <p>Centrelink data</p> <p>Employment statistics</p>	<p>Bilateral arrangements between State Government agencies, employers to partner phased roll-out of construction of employment and training - related affordable rental accommodation for people from remote areas in areas of high employment need.</p> <p>- number of hostel-style accommodation facilities constructed by 2018</p> <p>- number of family-style accommodation facilities constructed by 2018</p> <p>100 percent availability for Indigenous people from remote communities</p>
<p>Employment and Training</p> <p>Number of local housing related jobs created for Indigenous people</p>	<p>20 per cent local Indigenous employment (NT SIHIP, 2008)</p>	<p>20 per cent local employment to be included as part of procurement requirement for new housing construction</p>

Implementation plan

21. The Commonwealth will jointly develop and agree an Implementation Plan with each State and the Northern Territory to achieve the objectives of this Agreement. The Plans will be reviewed by the Parties on an annual basis.
 - (a) The Commonwealth will in consultation with each State and the Northern Territory maintain the Plans and provide an agreed updated Plan to the relevant State and the Northern Territory following the review.
 - (b) The Plans will include the identification of sites for additional houses, timelines for achieving the performance benchmarks, including phased achievement of performance benchmarks where appropriate.
 - (c) Amendments to the Plan can be requested by any Party to the Agreement at any time to accommodate emerging issues.
22. The Implementation timeline is as follows:
 - (a) The Implementation Plan for each State and the Northern Territory to achieve the objectives of this Agreement is to be agreed by no later than 31 March 2009.

Reporting

23. Reporting requirements under this National Partnership should be read in conjunction with the provisions in Schedule C to the *Intergovernmental Agreement on Federal Financial Relations*.
24. The States and the Northern Territory will each provide a detailed report on an annual basis to the Commonwealth against the performance indicators and timelines, as detailed in the Implementation Plans.
25. The Commonwealth will provide reports to States and the Northern Territory and other relevant stakeholders against the performance indicators and timelines as detailed in the Implementation Plans.
26. The reports will be provided within 12 weeks of the end of the relevant period, or as otherwise specified in the agreed Implementation Plans.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

27. This Agreement will be based on facilitation and project payments.
28. The maximum amount of funding available to the States and the Northern Territory in total will be:
 - (a) 2008-09 — \$333.807 million
 - (b) 2009-10 — \$432.733 million
 - (c) 2010-11 — \$412.783 million
 - (d) 2011-12 — \$463.941 million
 - (e) 2012-13 — \$478.971 million
 - (f) 2013-14 — \$746.792 million
 - (g) 2014-15 — \$594.352 million
 - (h) 2015-16 — \$463.176 million
 - (i) 2016-17 — \$411.729 million
 - (j) 2017-18 — \$447.627 million
29. The distribution of this maximum funding between the States and the Northern Territory will be as set out in the Implementation Plans, and from 1 July 2010 will allow for some redistribution of the capital works components in line with a biennial project-based competitive bids process.
- 29A. The capital works component includes new and refurbished housing and employment related accommodation. Actual capital works allocations may vary from the notional allocations specified in the implementation plans by as much as 25% per year.
- 29B. Project-based bids will be community specific and will include as a minimum a summary of the scope of works, community need, the method of procurement and delivery, status of tenure, employment opportunities, costs of works, community engagement, and key milestones and

timeframes. The Commonwealth Government will assess bids according to the strength of the project proposal, including demonstrated need, past performance in delivering capital works under the National Partnership, and ability to deliver against targets.

- 29C. The Commonwealth Government has agreed capital works programs for 2009-10 with jurisdictions. These works will continue under current arrangements.

Payment schedule

30. The Commonwealth will make payments to the States and the Northern Territory in accordance with a schedule reflecting the achievement of key milestones identified in the Implementation Plans and from 1 July 2010, as agreed through the project-based competitive bid process.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

31. Any Party may give notice to other Parties of a dispute under this Agreement.
32. The relevant delegates will attempt to resolve any dispute in the first instance.
33. If a dispute cannot be resolved between the relevant delegates, it may be escalated to relevant Ministerial Council or COAG Working Group for consideration.
34. If a dispute cannot be resolved by the relevant Ministerial Council or COAG Working group, it may be referred by a Party to COAG for consideration.

Review of the Agreement

35. This Agreement will be reviewed in 2012 and 2017 with regard to progress made by the Parties in respect of achieving the agreed outcomes.
36. The review will be undertaken by an independent party engaged by the Commonwealth.

Variation of the Agreement

37. This Agreement may be amended at any time by Agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
38. A Party to this Agreement may terminate their participation in this Agreement at any time by notifying all the other Parties in writing.

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP
Prime Minister of the Commonwealth of Australia
April 2010

Signed for and on behalf of the State of New South Wales by

The Honourable Kristina Keneally MP
Premier of the State of New South Wales
April 2010

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP
Premier of the State of Victoria
April 2010

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland
April 2010

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MP
Premier of the State of Western Australia
April 2010

Signed for and on behalf of the State of South Australia by

The Honourable Mike Rann MP
Premier of the State of South Australia
April 2010

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP
Premier of the State of Tasmania
April 2010

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
April 2010