



MURDI PAAKI REGIONAL ABORIGINAL HOUSING LEADERSHIP ASSEMBLY TERMS OF REFERENCE

STATEMENT OF COMMITMENT

1. The Government of NSW and the Murdi Paaki Regional Assembly (the Assembly) have entered into a binding undertaking (Murdi Paaki Local Decision Making Accord) to work together to improve outcomes for Aboriginal people in the Murdi Paaki Region (the Region).
2. The Government of NSW and the Assembly have further agreed, among other initiatives, to work in partnership through the Accord on the key priority of improving the quality and supply of housing, and ensuring social housing is optimised to meet the needs of Aboriginal people in the Murdi Paaki Region.
3. The NSW State Plan, NSW2021, and Aboriginal Affairs NSW Plan, Ochre, provide the blueprint for the NSW Government's commitment to improving service outcomes to Aboriginal communities. Underpinning this commitment are a:
 - Recognition that Aboriginal people know best the needs of their communities;
 - Willingness to work in meaningful partnership with Aboriginal communities; and
 - Stronger accountability framework to ensure coordination and successful implementation of government programmes and efficient resource utilisation.

BACKGROUND

4. In 2015, the Assembly initiated a major grass-roots review of the Aboriginal social housing sector in western NSW. The findings are documented in:
 - Report No 1 of 3: Social Housing Providers and Assets Audit Report
 - Report No 2 of 3: Sustainable Social Housing Models Report
 - Report No 3 of 3: Training and Capacity Development Planand are summarised in the Project Synopsis.
5. Negotiations to action the findings took place from June-October 2018 and, on 10th December 2018, the Minister for Aboriginal Affairs on behalf of the Government of NSW and the Murdi Paaki Regional Assembly Independent Chairperson on behalf of the Assembly entered into an Agreement to improve Aboriginal social housing outcomes in the Murdi Paaki Region (the Agreement).
6. The Agreement establishes the Regional Aboriginal Housing Leadership Assembly (RAHLA) as the overarching governance structure for delivery of the Agreement objectives.
7. In 2016, the Commonwealth Government paid all remaining funds from the National Partnership Agreement on Remote Indigenous Housing (NPARIH) to the NSW Government. This payment included the condition that \$15 million of the remaining funds be earmarked for the Murdi Paaki Region with expenditure to be negotiated between the Assembly and the NSW Government.

PURPOSE

8. Through the Agreement, RAHLA is tasked with devising and pursuing actions as a joint decision-making body to achieve the following strategies aligned to the objectives as recorded in Section 2 of the Agreement and restated in Clauses 9 to 12 below:
9. Support joint decision making on the delivery of social housing outcomes in the Murdi Paaki Region:
 - Commit to effective partnership and share responsibility for achieving measurable and sustainable improvements in housing and housing-related infrastructure for Aboriginal people in the Region;
 - Verify regional needs and priorities in consultation with MPRA-recognised Aboriginal institutions and organisations, and keep current;
 - Establish a performance measurement and evaluation framework for the Agreement.
10. Advise government and the Assembly on ways to direct social housing programs and policies to operate effectively and efficiently, to respond to the priorities of Aboriginal communities in the Region

and establish mutually agreed service outcomes with the NSW Government:

- Reinstate opportunities for the Region's active and constructive participation in housing and infrastructure planning, design building and maintenance;
- Clarify the responsibilities of key service providers across the Region and ensure equitable and accountable service delivery where necessary for the achievement of optimal outcomes;
- Adopt an effective and efficient procurement approach of goods and services.

11. Conceive, develop, plan and implement strategies and actions to give effect to the allocation of the \$15 million:

Conceive, develop, plan and implement strategies and actions to give effect to the priorities documented in Report 2, Section 7.2, and subsequent evidence-based priorities as determined by RAHLA through further research and analysis:

- ~ Improve the supply of affordable and sustainable Aboriginal social housing and the quality, amenity and preservation of existing assets;
- ~ Provide the basis for equitable, efficient and sustainable Aboriginal social housing management services;
- ~ Increase the level of home ownership;
- ~ Optimise value-add opportunities.

12. Commence the co-design of an Aboriginal social housing plan for the Region:

Implement Report 2, Table 5.1: Transition Plan;

- Negotiate adequate subsidies, grants and other resources required to allow the sector to function with financial equilibrium and to meet identified, prioritised needs. Establish a financial management process which ensures full funding is delivered to, held and disbursed, with agreed accountability mechanisms, within the Region;
- That encompasses the benefits of Aboriginal employment and education;
- Establish working group or advisory mechanisms when necessary.

AUTHORITY

13. The RAHLA functions under the joint auspice of the Minister for Aboriginal Affairs and the Assembly. The RAHLA Independent Chairperson will, as required, inform the Minister and the Minister for Family and Community Services of actions taken to direct the delivery of the Agreement.

14. Principles of RAHLA decision-making include:

- RAHLA focus on high-level strategic policy development in relation to measurable improvements to the governance, functioning and sustainability of the Aboriginal social housing sector in the Murdi Paaki Region;
- RAHLA policy and decisions are made by agreement;
- Outcomes for Aboriginal people are the focus of all RAHLA related activities, recognizing government legislative requirements.
- Existing Aboriginal resources in the Region are acknowledged as having capacity and capability;
- RAHLA members are collectively responsible for actively contributing to policy-setting and decision-making, and implementing any actions assigned to them;
- RAHLA members are individually accountable for their delegated responsibility.

ROLE OF RAHLA

15. The role of RAHLA, in broad terms, is to:

- Provide leadership for the Agreement ensuring a collaborative and coordinated approach between all parties to achieving the objectives and the actions described in Clauses 8 to 12 above.
- Develop an annual Action Plan to guide the immediate implementation of the Agreement, and thereafter on an annual basis;
- Facilitate and oversee the development of a knowledge base;
- Advocate to governments for, and negotiate, policy improvements;
- Advocate for, and negotiate, capital funding and adequate operational subsidies for housing managers headquartered in the Region;

- Develop a strategy of work across the local community with an agreed pipeline of work;
- Facilitate NRSCH registration of the regional managing Aboriginal Community Housing Provider and/or a consortium of Murdi Paaki Region-based managing Aboriginal Community Housing Providers by 2022;
- Direct, guide and monitor the implementation of the Agreement and prescribed actions to verify that outcomes are being achieved in accordance with agreed accountabilities, and address and resolve any issues arising;
- Bring to the table and/or agree on new areas for joint action, including leading negotiations for actions additional to the Agreement considered essential for successful outcomes to the Agreement.

MEMBERSHIP

16. It is agreed that the parties forming the RAHLA be:
 - A non-voting Independent Chairperson appointed by the Minister for Aboriginal Affairs with the agreement of the Assembly Chairperson;
 - The NSW Government represented by one senior staff member of each of the Department of Premier and Cabinet, NSW Treasury, Department of Family and Community Services and NSW Aboriginal Housing Office, each with voting rights; and
 - The Assembly represented by the Chairperson, two other delegates and one Aboriginal Young and Emerging Leader appointed by the Assembly, each with voting rights.
17. Other ex-officio members may be invited at the discretion and agreement of the above membership.

INDEPENDENT CHAIRPERSON

18. The role and responsibilities of the Independent Chairperson are as set out in the Duty Statement.
19. The Independent Chairperson does not participate in policy-setting and decision-making but ensures equitable and respectful engagement between members at a strategic level.

SECRETARIAT

20. Murdi Paaki Services will act as Secretariat for the RAHLA. The duties of the Secretariat are as set out in the negotiated service contract.

IMPLEMENTATION OF ACTION PLAN

- 21.. Innovative solutions to sector market failure, poor outcomes from transactional procurement processes, and sub-optimal value for money expenditures in the Murdi Paaki Region will require active community leadership in policy development, decision-making and programme and project implementation. In line with international best practice in the development of enterprise models, Murdi Paaki Services Ltd where contracted to organise and lead sector reform at regional and community level and roll-out of the Action Plan on behalf of the Commonwealth and NSW Governments and the Assembly.
22. In this leadership role, Murdi Paaki Services Ltd will:
 - Support the RAHLA with research, evidence-based advice, strategy development, policy-setting and planning

- Through an Expression of Interest process, establish a consortium of Murdi Paaki Region based managing Aboriginal Community Housing Providers willing to collaborate and cooperate as a consortium with common management systems and processes;
- Assist Consortium members with capacity building initiatives and strategic collaboration,
- implementation of measures aimed at increased sector efficiencies, and provide the linkage between the RAHLA and Consortium governance structures;
- Provide a first point of contact for governments in respect of engagement on operational matters;
- Plan and coordinate major works programmes in the capacity of project manager;
- Will deal with fund flows from the Department of Communities and Justice from the \$15 million (plus interest) NPARIH funding that is to deliver RAHLA approved projects in line with the annual RAHLA Annual Action Plan. MPS will also deal with other
- capital and operational funding as may be negotiated to support improvements to Aboriginal social housing in the Murdi Paaki Region; and
- Be responsible for delivering such other services as the RAHLA may request.

MEETINGS

Schedule

23. RAHLA agrees to meet four times a year for the life of the Agreement, or more frequently as required. In addition, the parties agree to participate in workshops/meetings to draft associated future initiatives on a collegial basis, to meet stipulated performance targets.

24. The location of the meetings is to be agreed by the voting members of RAHLA.

Quorum

25. A minimum of four members is required for the meeting to be recognised as an authorised RAHLA meeting for the recommendations or resolutions to be valid.

26. The quorum must contain at least two voting members from the Assembly and two voting members from the NSW Government.

Proxies

27. Voting members of the RAHLA may wish to nominate proxies to attend meetings if the member is unable. These proxies will be advised to the Independent Chairperson at the first meeting of RAHLA.

28. The Chair will be informed of any substitution at least two working days prior to the scheduled meeting.

29. The nominated proxy will have the same responsibilities as the member he/she represents.

30. Permanent substitution of a voting member may be permitted with the agreement of the Independent Chairperson.

Business Papers

31. Agenda items and papers must be forwarded to the Secretariat ten working days prior to the scheduled meeting.

32. Meeting papers are to be distributed by the Secretariat to the members five working days prior to the scheduled meeting

Arriving at Agreement

33. The RAHLA will make determinations by consensus.

34. The members agree that:

- Where a determination on a matter cannot be reached, the members agree that it will be deferred. Matters that are deferred will be recorded and a timeframe negotiated for their reconsideration. Members agree to keep 'deferred' or 'parked' priorities to a minimum;
- Where members require time to reflect and discuss matters before making a determination, time will be allowed for 'break-outs'; and
- Matters may be taken on notice where members are unable to provide an informed response, subject to the response be provided by the next scheduled meeting.

CONFIDENTIALITY

35. Members will, from time to time, be in receipt of information regarded as commercial in confidence or having privacy implications. Members acknowledge their responsibility to maintain confidentiality of all information which comes into their possession by virtue of their membership of the RAHLA and which is not in the public domain.

CONFLICT OF INTEREST

36. Members will perform their functions in good faith, honestly and impartially and avoid situations that might compromise their integrity or otherwise lead to conflicts of interest, or bring the reputation of the RAHLA into disrepute.
37. When a member believes he/she has a conflict of interest on a subject, they must declare the conflict of interest to the Independent Chairperson. When a conflict of interest disclosure reveals a potential, perceived or actual conflict of interest, the conflict shall be managed such that the member's objectivity, integrity or professional commitment as a result of the disclosed activity, relationship or financial interest is not compromised.
38. The Independent Chairperson will decide whether the act of declaring the perceived, potential or actual conflict is sufficient to mitigate or manage the conflict, in which case the member may continue to participate in the meeting without restriction. Where the Independent Chairperson considers it advisable, the member may be asked to have restricted involvement in the conflict or remove themselves from the conflict and, in either case, the member will comply with the request.

TERM

39. These Terms of Reference are effective from 10th December 2018 and will be ongoing until terminated in accordance with the Agreement or such other later time as may be agreed by the parties.

DISPUTE RESOLUTION

40. The procedure for dealing with a complaint is the procedure described in the Accord.

REPORTING

41. A progress report on the implementation of the Agreement and its objectives will be prepared by the RAHLA Independent Chairperson with the assistance of Murdi Paaki Services Ltd on an annual basis. The report will take the form as required by the Minister for Aboriginal Affairs and the Assembly Chairperson

PERFORMANCE EVALUATION

42. The RAHLA will, in February each year, formally evaluate progress against the timeframes and performance indicators established in the Action Plan. Members will provide sufficient information to the RAHLA for this purpose.
43. At the end of the second year of operation of the Agreement, the effectiveness of the Agreement will be reviewed. The Terms of Reference for the review will focus on the effectiveness of the Agreement in delivering against the stated objectives and achievement of timeframes and performance indicators stated in the Action Plan, and report. The RAHLA will agree Terms of Reference for the review and the method of carrying out the review.
44. A baseline set of indicators against which to assess the performance of the Agreement will be developed in draft by 1st October 2019 and finalised by 1st December 2019.
45. The RAHLA will determine and enforce such corrective action as is needed to correct deficiencies in, or issues arising from, implementation of the Agreement and/or the Action Plan, including allocating accountabilities.
46. By the end of the third year of operation of the Agreement, the RAHLA will conduct a further review of the effectiveness of the Agreement in delivering against the stated objectives, and report.

AMENDMENTS, MODIFICATION AND VARIATION

47. These Terms of Reference may be amended, modified or varied by agreement of the RAHLA.
48. The RAHLA may be subject to an evaluation, pending community agreement, consistent with OCHRE's approach to community-led, independent evaluation that delivers the evidence that is of benefit to Aboriginal communities.