

Heritage Grants Program Administration Agreement



This Agreement dated for reference February 15, 2016, is

BETWEEN:

City of Kelowna, a municipality incorporated under the Local Government Act, R.S.B.C. 1979, c. 290 and having its municipal office at 1435 Water Street, Kelowna, British Columbia V1Y 1J4

(the "City")

AND:

Central Okanagan Heritage Society a registered charity, incorporated in 1982 in the Province of British Columbia, and having its offices at 11-368 Industrial Avenue, Kelowna, British Columbia, V1Y 7E8.

(the "COHS")

To adjudicate and administer the:

City of Kelowna 2016 Heritage Grants Program - \$35, 000;

The City of Kelowna (hereafter referred to as the City) will provide financial assistance to non-profit and community organizations to provide programs of benefit to the community in accordance with the City of Kelowna Official Community Plan Objective 9.2 Policy 3 – Financial Support. Continue to support the conservation, rehabilitation, interpretation, operation and maintenance of heritage assets through grants, incentives and other means.

This Agreement will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

To ensure the successful administration of the Heritage Grants Program grants, this agreement is hereby established between the City and the Central Okanagan Heritage Society (hereafter referred to as COHS) as follows:

1. The term of this agreement will be for one year, commencing January 1, 2016 and ending December 31, 2016.
2. The mandate for COHS will drive its governance and operations for the administration of the Heritage Grants Program.

We will build awareness of the distinct heritage of the Central Okanagan through conservation, collaboration, advocacy and education for the benefit of current and future generations.

3. The City of Kelowna Heritage Grants Program Committee (hereafter referred to as the Committee) will evaluate requests for heritage grants from property owners with properties listed on the Kelowna Heritage Register. The program will be administered by COHS as per the City of Kelowna's guidelines (Appendix A). In particular, COHS will:
 - a) Be the primary point of contact for inquiries from grant applicants for the Heritage Grants Program.
 - b) Distribute grant application forms to eligible property owners.
 - c) After the grant application deadlines, March 8, 2016, June 7, 2016, September 6, 2016 and November 1, 2016, review submitted grant applications to determine eligibility and comprehensiveness of the application to ensure the Committee can make an informed and responsible decision. If minor gaps are identified, COHS will contact applicant to offer them an opportunity to fill in the gaps / answer questions.

- d) Evaluate requests, advise the Committee and make recommendations. COHS agrees that it will apply the criteria set out in the Terms of Reference (Appendix A) for the approval and distribution of grants.
 - e) Convene and facilitate a meeting of the Committee to review each grant application as a group and to formulate recommendations for grant awards. These meetings are scheduled for March 29, 2016, June 21, 2016, September 20, 2016 and November 15, 2016. Costs and expenses associated with the grants advisory committee meetings are to be paid by the COHS.
 - f) Ensure that comprehensive minutes are recorded by a qualified minute taker / transcriber at the Committee meeting, documenting the discussion and rationale for recommendations. Any costs associated with recording of minutes are to be paid by the COHS.
 - g) Prepare minutes from the Committee for distribution to and approval by the Committee members. Upon approval by the Committee, the minutes will be provided to the City.
 - h) Facilitate payment of grant awards to successful applicants.
 - i) Provide staff with a draft summary report containing the Committee's decisions for awarding grants, with summary information about each of the successful applicants / projects for the year. The report is due in the 4th quarter of 2016.
 - j) Write and present a year-end report to City Council containing the Committee's decisions for awarding grants, with summary information about each of the successful applicants / projects. The Council presentation is tentatively scheduled for February, 2017, during Heritage week, and will be presented by COHS.
 - k) Upon request or if concerns arise, provide the City with all the property owner's information including, but not limited to application forms, supplementary materials, and final reports on the use of grant funds.
4. COHS will write and present an annual report to City Council.
- a) The Council presentation and annual report is tentatively scheduled for February, 2017, during Heritage week, and will be presented by COHS.
 - b) The presentation will be consistent with '*Council Presentations by Community Stakeholders*'.¹
 - c) The presentation and annual report will include the Committees' decisions for awarding grants with an overview of the tool used to determine the successful recipients.
 - d) The presentation and annual report will also include the summary information about each of the successful applicants / projects that were selected for 2016.
 - e) The presentation and annual report will also include the summary information about projects that were rescinded, incomplete or delayed for 2016.
 - f) The annual report will include a breakdown of the administration fees, in addition to the breakdown of the grant money.
 - g) The presentation will include a breakdown of the grant money.
5. The administration costs for COHS will include:
- a) Staffing costs related to administration of the Heritage Grants Program.
 - b) Office supplies and photocopying related to administration of the grant program
 - c) On-going file management of all inquiries to the COHS to the program.
 - d) A portion of overhead.
 - e) Volunteer recognition including refreshments for meetings.
- For the sake of clarity, administration costs do NOT include:
- f) Membership with any heritage organization such as Heritage BC or Heritage Canada.
 - g) Website costs (the application form will be hosted on the City of Kelowna's website).
 - h) A plaque recognition program.
 - i) The organization of any workshops or public education programs.

¹ To be provided by City staff.

6. The City will:
 - a) Pay \$8,773 inclusive of any applicable taxes to COHS for review and administration services, and to adjudicate the 2016 Heritage Grants Program.
 - b) Advertise the City's Heritage Grants Program.
 - c) Print out the mail out letters for the Heritage Grants Program and provide the corresponding envelopes.
 - d) Provide COHS with disbursement of funds for the Heritage Grants Program, upon City Council funding approval.
7. All communication for the City of Kelowna's Heritage Grants Program will recognize that the City provides all of the funding for the program. City recognition requires that all communication be on City of Kelowna letterhead & envelopes, and all 'Thank You' letters will be forwarded to the Policy and Planning Department at the City of Kelowna. Policy and Planning can be contacted for letterhead and envelopes (250.469.8839 or lbentley@kelowna.ca).
8. Communications between the COHS and the City of Kelowna will, in most instances be between Janice Henry, Executive Director of COHS, and the Planner II in the Policy and Planning Department.
9. No COHS documentation will be attached to any mail outs regarding the program.
10. COHS will:
 - a) Deliver demonstrable public benefit;
 - b) Use sound governance and management practices;
 - c) Maintain financial sustainability;
 - d) Ensure transparency in operations and reporting; and
 - e) Commit to a public service mindset.
11. Upon request, or if concerns arise, provide the City with all the Organization's information with regard to administering the Heritage Grant Program including, but not limited to, final reports on the use of grant funds.
12. Both parties agree that it is their intention to receive, review and adjudicate applications and disburse the Heritage Grants Program and will cooperate to this end.
13. This agreement may be renewed, with amendments as needed, for future years.

IN WITNESS WHEREOF, THE City and COHS have executed this Agreement on the date first above written.

THE CORPORATE SEAL OF
THE CITY OF KELOWNA

Was hereunto affixed in the presence of:

Mayor

City Clerk

THE CORPORATE SEAL OF
THE CENTRAL OKANAGAN HERITAGE SOCIETY
Was affixed in the presence of:



Authorized Signatory



Authorized Signatory