

Heritage Grants Program Administration Agreement



This Agreement dated for reference November 9 , 2020, 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 office located at 3-537 Bernard Avenue, Kelowna, British Columbia, V1Y 6N9. Note: mailing address is *PO Box 25025, Kelowna BC, V1W 3Y7*.

(the "COHS")

To adjudicate and administer the:

City of Kelowna 2021 and 2022 Heritage Grants Program - \$35, 000;

The City of Kelowna (hereafter referred to as the City) will provide financial assistance to non-profit community organizations to provide programs of benefit to the community in accordance with the City of Kelowna Heritage Strategy and Official Community Plan, as amended or replaced from time to time. 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 two years, commencing January 1, 2021 and ending December 31, 2022. However, the continuation of the program will be determined on an annual basis through the City of Kelowna budget process. The City, at its sole discretion, may cancel or modify the program prior to the commencement of a new grant year.
2. 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 direction. In particular, COHS will:
 - a) Be the primary point of contact for inquiries from grant applicants for the Heritage Grants Program.
 - b) Provide a process to apply to the program for eligible property owners.
 - c) After the grant application deadlines, 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) Support requests, advise and make recommendations to the Committee. COHS agrees that it will ensure all criteria set out in the Terms of Reference for the approval and distribution of grants is being followed.
 - e) Convene and facilitate a meeting of the Committee to review each grant application as a group and to formulate recommendations for grant awards. Costs and expenses associated with the committee meetings and volunteer appreciation are to be paid by COHS.
 - f) Ensure that comprehensive minutes are recorded 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 meetings 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 the City with an annual report by January 31 of each calendar year.
 - j) Provide a mid- year summary report to the City by August of each year including information about grant distribution to date, challenges and recommendations. The report shall be reviewed by both parties at a mid-year update meeting.
 - k) Upon request, 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.
3. The annual report shall include:
- a) the Committees' decisions for awarding grants with an overview of the tool used to determine the successful recipients;
 - b) a summary of information about each of the successful applicants / projects that were selected;
 - c) a summary of information about projects that were rescinded, incomplete or delayed;
 - d) a breakdown of the administration fees, in addition to the breakdown of the grant money;
 - e) information regarding the program outcomes and impact on the community; and
 - f) other relevant information.
- The report should cover this information in a brief and concise manner. COHS acknowledges that the City may use some or all of this report in its own reporting to Council and the public.
4. COHS may be required to deliver a presentation to Council regarding the Heritage Grants Program in a format determined at the time of the request.
5. The administration costs for COHS may include:
- a) Staffing costs related to administration of the Heritage Grants Program.
 - b) Office supplies, postage and photocopying related to administration of the grant program.
 - c) The hosting of an information session regarding the program or other promotional initiatives related to the program.

- d) On-going file management of all inquiries regarding the program.
- e) A portion of overhead (no more than 5% of the administration fee).
- f) Volunteer recognition including refreshments for meetings.

For the sake of clarity, administration costs do NOT include:

- g) Membership with any heritage organization such as Heritage BC or Heritage Canada.
- h) Website costs.
- i) A plaque recognition program.
- j) The organization of any workshops or public education programs, except for a Heritage Grants Information Session for heritage building owners.

6. The City will:

- a) Disburse \$9,500 annually, inclusive of any applicable taxes, to COHS upon invoice by COHS.
- b) Promote the City's Heritage Grants Program on its website or other means as determined appropriate at its discretion.
- c) Provide an annual list of heritage property owners, property address, heritage property name and mailing addresses to COHS to be used only for the purpose of program promotion. Where possible, emails will be provided.

7. All communication for the City of Kelowna's Heritage Grants Program will recognize that the City provides the funding for the program. Approval of content on all promotional materials is required by City of Kelowna before such communication is distributed.

8. Communications between the COHS and the City of Kelowna will, in most instances be between the COHS CoKHGP Manager, and the City of Kelowna Cultural Services Manager.

9. Any COHS documentation to be attached to any mail outs regarding the program shall be approved by the City of Kelowna and shall be limited to the promotion of heritage conservation in Kelowna. For clarity, this may include information on COHS conservation activities, how to sign up for the heritage newsletter and how to gain membership with COHS.

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. COHS acknowledges that they will acquire information (the "Information") about certain matters which are confidential to the City, where or not designated or labeled as confidential or proprietary, and which information is the exclusive property of the City.

Accordingly, COHS undertakes to treat confidentially all information and not to disclose the information, except as may be necessary in the proper discharge of the duties and responsibilities. The confidentiality of the information shall continue to be effective after the expiry or earlier termination of this Agreement. COHS shall, by employing written agreements, bind all employees, sub-contractors and agents to the obligations of this article.

12. Upon request COHS will provide the City with all the Organization's current and historical information with regards to administering the Heritage Grants Program.
13. 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.
14. COHS and the City of Kelowna agree that should the COHS Board of Directors wish to apply for the Heritage Grants Program for a property owned or managed by the organization that the City of Kelowna shall be notified prior to the application being made, shall be present at the adjudication of the application and that no COHS Board or staff will be present while discussion or the decision is being made. The Program Manager (should they remain a Contractor) shall be present for the purpose of taking notes and communicating the decision however they shall not in anyway be part of the decision making.
15. If COHS has not been in default under this agreement and the City of Kelowna wishes to continue its commitment to the Heritage Grants Program without modification, as determined by a commitment in the annual budgeting process, COHS may have (2) consecutive options to renew this agreement, each option being for a further one (1) year term. This option may be exercised by COHS giving written notice for a further one (1) year term not less than 2 months and not more than 3 months before the expiry of the Term or the renewal term as the case may be. In the event the option or options are exercised, all other terms and conditions shall remain binding.

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

On behalf of THE CITY OF KELOWNA

Mayor

City Clerk

On behalf of THE CENTRAL OKANAGAN HERITAGE SOCIETY



Authorized Signatory



Authorized Signatory