

Heritage Advisory Services

Subsidy Agreement

This agreement is made between:

The Heritage Council of Western Australia,
of 491 Wellington Street, Perth WA 6000 ("HCWA");

and

Shire of York, 1 Joaquina Street, York, Western Australia;
Shire of Cunderdin, Lundy Avenue, Cunderdin, Western Australia;
Shire of Tammin, 1 Donnan Street, Tammin, Western Australia; and
Shire of Quairading, Jennaberring Road, Quairading, Western Australia ("the Recipient")

Overview

The Recipient has applied to HCWA for financial assistance to operate a Heritage Advisory Service for the period from 1 July 2014 to 30 June 2015.

HCWA has agreed to reimburse 75% of agreed costs through a subsidy of up to \$8,000, subject to the Terms and Conditions of Funding.

The Recipient will operate a Heritage Advisory Service to support the identification, conservation and appreciation of heritage places within its district and has provided for funds to meet its share of the costs.

Execution

Two copies of this agreement have been provided to the Recipient. Both copies should be signed by an authorised person (usually the Chief Executive Officer) and returned to the State Heritage Office. A final fully-signed copy will be returned to the Recipient for retention.

In signing this agreement, both parties agree to the Terms and Conditions of Funding associated with the Heritage Advisory Services Subsidy Program.



Executed on behalf of the **Shire of York**

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Date: _____

Full name of authorised person:

Position of authorised person:

Executed on behalf of the **Shire of Cunderdin**

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Date: _____

Full name of authorised person:

Position of authorised person:

Executed on behalf of the **Shire of Tammin**

[Empty box for signature]

Date: _____

Full name of authorised person:

Position of authorised person:

Executed on behalf of the **Shire of Quairading**

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Date: _____

Full name of authorised person:

Position of authorised person:

Executed on behalf of the **HERITAGE COUNCIL OF WESTERN AUSTRALIA**

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Date: _____

Full name of authorised person: Marion Fulker

Position of authorised person: Chair

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Date: _____

Full name of authorised person: Graeme Gammie

Position of authorised person: Executive Director, State Heritage Office

Terms and Conditions of Funding

1 General Conditions

- 1.1 The Recipient will provide a Heritage Advisory Service as defined in Schedule 1, for the period covered by the Subsidy.
- 1.2 The Recipient will use the Subsidy solely to support those activities of the Heritage Advisory Service that relate to the recording, conservation or presentation of heritage places.
- 1.2 HCWA does not accept any responsibility or liability for the actions of any consultant contracted for the purposes of operating a Heritage Advisory Service and is not liable for any losses which may be suffered by the Recipient or users of the Service.
- 1.3 The Recipient will acknowledge HCWA in any online reference or published document created as part of the Heritage Advisory Service, using the phrase:
"The provision of heritage advisory services is financially supported by the Heritage Council of WA."
- 1.4 This Agreement does not imply any endorsement of the Recipient or the heritage consultant providing Heritage Advisory Services, nor does it imply approval for future funding of a Heritage Advisory Service.
- 1.5 The Recipient must:
 - (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform HCWA of any occurrence which might adversely affect its ability to do so in a material way;
 - (b) cooperate fully with HCWA in the administration of this Agreement; and
 - (c) upon reasonable notice, provide HCWA or its agents, with access at any reasonable time and from time to time to the Recipient's premises, financial records, other documents, equipment and other property for the purpose of audit and inspection by HCWA in order to verify compliance by the Recipient with this Agreement.
- 1.6 The Parties agree that nothing in this Agreement may be construed to make either of them a partner, agent, employee or joint venturer of the other.
- 1.7 This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 1.8 Any modification, amendment or other variation to this Agreement must be made in writing and signed by both parties.

2 Financial Arrangements

- 2.1 All values are given exclusive of GST.
- 2.2 The Subsidy will be paid as a reimbursement of agreed costs incurred in operating a Heritage Advisory Service.
- 2.3 Agreed costs are direct additional expenses incurred in operating a Heritage Advisory Service and do not include use of the Recipient's resources, equipment, office space, accommodation or other employees unless agreed in writing with HCWA.
- 2.4 The Subsidy must be claimed at the end of each financial quarter by submitting a GST invoice to the State Heritage Office.
- 2.5 Each claim must be supported by proof of payment and may be refused if there is insufficient evidence of cost, or if the proof of payment relates to costs incurred in operating services other than a Heritage Advisory Service.
- 2.6 The final claim must be accompanied by a yearly report outlining the activities and the outcomes of the Heritage Advisory Service for the period of the Subsidy. The report must be consistent with the format provided by the State Heritage Office and submitted with a GST invoice prior to 30 June 2014.
- 2.7 HCWA will reimburse the agreed proportion of each invoice, up to the maximum Subsidy.
- 2.8 While HCWA will endeavour to retain sufficient funds for payment of the Subsidy, this is a discretionary use of unreserved HCWA funds and can be affected by matters such as changes to the budget allocated by the State. HCWA reserves the right to suspend payment of the Subsidy after providing one month's notice of the suspension.
- 2.9 HCWA may at any time and without notice to the Recipient review the amount of the Subsidy actually used by the Recipient to date and, if in HCWA's opinion the Recipient is unlikely to use the full amount of the Subsidy during the current financial year, may reduce the Subsidy amount available to the Recipient on giving one month's notice of the reduction, provided that any valid invoices created under this agreement prior to the Recipient's receipt of the notice will be paid regardless of any such reduction, up to the amount of the original Subsidy.

3 Freedom of Information Act 1992 and Financial Management Act 2006

- 3.1 The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that HCWA may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- 3.2 The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.

SCHEDULE 1

Definition of Heritage Advisory Services

The primary goal of the heritage advisory service is to support the conservation of heritage places, by assisting a local government and its community to effectively manage their heritage assets. The local government initiates and manages a heritage advisory service by contracting a suitably qualified heritage advisor and providing a framework for activity.

Typical activity of a heritage advisory service will include:

1. Work with the local government to develop a heritage strategy and report on its implementation.
2. Review existing heritage management, education and promotional arrangements for the area and, through the heritage strategy, make recommendations for improvement.
3. Actively support the implementation of such recommendations through:
 - provision of training for local government officers and councillors;
 - advising on interpretation programs, heritage area studies, review of heritage inventories etc;
 - integration of the heritage strategy with the local government strategic planning framework and business plan;
 - assisting with community engagement relating to heritage and the conservation of heritage places.
4. Assist the local government in taking proactive steps to promote the awareness, appreciation and understanding of heritage in the area. This may include a service offering free advice to property owners relating to the heritage values of their property, the conservation of these values and other practical advice as required.
5. Advise local government officers involved in the assessment of development applications relating to heritage places and arrange any necessary officer training in heritage impact assessments, State Planning Policy 3.5 - Historic Heritage Conservation, and other relevant areas.
6. Provide information and advice on the availability of funding for heritage-based projects. Subject to local government approval, this may include assistance with the completion of funding applications.
7. Provide advice on the care and maintenance of heritage assets in public ownership.
8. Provide guidance, including the preparation of a brief or scoping document, on the undertaking of any heritage survey, condition report, conservation study or heritage assessment. This may include the completion of a conservation management strategy consistent with the guidelines issued by the State Heritage Office.

9. In relation to the review of a local government inventory, provide guidance and assistance through one or more of the following functions:
- offering workshops, training or other activities to further the understanding and acceptance of the review as part of the necessary strategic planning process of the local government;
 - assist officers in developing a project plan for the review, identifying how it will be managed, who will participate, how public participation will take place and similar relevant requirements;
 - preparation of a consultant's brief for commissioning quotations or competitive tenders;
 - where the project is being managed in-house and using local government or community resources, provide professional advice to identify the level of cultural heritage significance that should be assigned to each place;
 - review the draft document and provide feedback to the project manager.

Heritage Council funding may only be applied to activities that relate to the recording, conservation or presentation of heritage places. The Recipient's portion of costs may be applied to any activity consistent with Schedule 1.

The provision of Heritage Advisory Services will be guided by the processes and principles set out in the following documents and associated updates:

- The Burra Charter
- State Planning Policy 3.5, Historic Heritage Conservation
- Basic Principles for Local Government Inventories
- Assessment Criteria for Local Heritage Places and Areas
- Local Planning Policies: Practice Notes and Examples

