

Heads of Agreement

BETWEEN Ipswich City Council ("Council") ABN 61 461 981 077

AND Ipswich Historical Society ("IHS") ABN 56 601 598 756

Together "the parties"

REGARDING Cooneana Heritage Centre

1041 Redbank Plains Road, New Chum (RP147956) ("the Land")

Background

A Cooneana Heritage Centre Master Plan document will define the purposes and uses of the land and facilities, as a heritage and cultural tourist attraction.

The purpose of this Heads of Agreement is to identify the intended roles and responsibilities of the nominated stakeholders as well as the decision making process behind the strategic priority schedules for development of the Land including both capital improvements and operational works.

DATE 14 April 2019

1. Introduction

1.0 Terms use in this agreement are defined in Section 13.

1.1 The parties wish to develop community facilities incorporating a museum of local history focusing on Ipswich's mining and mines rescue; an interpretative centre displaying local heritage buildings and presenting a social history through indoor and outdoor exhibits. The centre will provide interactive educational displays that showcase traditional arts and crafts as well as the rich and diverse history of Ipswich.

1.2 This document sets out the basis upon which the parties intend to progress the Project and the key inputs and outcomes expected by each party.

2. Objective for the Land

The purpose of this HOA is to outline how Council and the Ipswich Historical Society (IHS) will work in partnership to design and deliver the Cooneana Heritage Centre master plan through a shared vision as a heritage and cultural tourist attraction.

The master plan will be the foundation document that will capture the strategic planning and development of detail design as well as the priority staging of the Cooneana Heritage Centre's restoration, upgrade and proposed new amenities to optimise the centre's capacity as a heritage tourist attraction for the Ipswich Region.

With respect to the continuation of investment in Cooneana Heritage Centre, the HOA will define the intention of the operation and activation of the centre. The HOA will identify the intended roles and responsibilities of each party to ensure the continued operation of this living museum and the management of the centre to accommodate the community collective of artisans and hobbyists sub-leasing the facilities.

This HOA will nominate the roles and responsibilities of the parties regarding capital funding to complete the implementation/construction of the stages nominated within the master plan as well as the operational and ongoing maintenance of the centre.

The objectives of the partnership and each party's intended responsibilities are set out below.

Purpose of the Continued Operation Phase

- To establish a guiding document for the ongoing maintenance of the facilities, the responsible party for maintenance costs, duties and its regime as well as establish lease arrangements for each stakeholder group.
- Establish a maintenance agreement or contractual arrangement if required.

Roles and Responsibilities:

- Council will author the draft operational / maintenance manual that will provide guidelines and information regarding the best practices of maintaining a level of care that advances the long-term preservation of buildings, grounds and other built infrastructure within the centre. The manual will address building monitoring and maintenance, grounds maintenance, security, disaster preparedness and pest management and provide a guide to general

cleaning of the internal buildings. The manual will not review curatorial standards or preservation of exhibitions.

- IHS and Council will allocate the duties identified in the operational / maintenance manual and once agreed, will assign the roles, responsibilities and scope of tasks that will establish a record of maintenance to form the base for annual inspection reports.

Purpose of the Planning and Design Phase

- To define the decision making process of the design and delivery of the master plan and successive construction stages of Cooneana Heritage Centre.
- To develop a master plan for the Cooneana Heritage Centre which will provide a community facility that displays the records and memorabilia of Ipswich's significant history of mining and resources industry.
- To mutually identify and prioritise the strategic development of the master plan and nominate funding and / or grant funding opportunities to complete future construction stages.
- To enable public participation and community involvement in the governance and operation of the planning and design phase of the community centre.
- To encapsulate the Cooneana Conservation Management Plans within the master plan and ensure the balance between functional requirements and the conservation values nominated.
- To identify and increase the economic viability of Cooneana Heritage Centre as an educational tourist destination in Ipswich.

Roles and Responsibilities:

- Council will manage and fund the design and development of the Cooneana Heritage Centre master plan.
- IHS will actively participate, guide and inform the decision making process of the design and development of the master plan.

Purpose of the Development / Construction Phase

- To progress the development of Cooneana Heritage Centre as set out in the master plan's strategic priority list of projects and ensure the capital improvements are delivered in a logical and prudent manner.
- To identify opportunities for adaptive re-use of character buildings that is sustainable, low in maintenance and complementary to the original structure.
- To repurpose the existing facilities to future activate Cooneana Heritage Centre and optimise the tourist, educational and business potential of the centre.

Roles and Responsibilities:

- Council will develop a strategic priority list of projects for new, renew and upgrade works that will coordinate with the Councils' 10 year capital works program.
- IHS will participate in the decision process and confirm the scope of each project, the timing and budgets allocated for the strategic project list.

Purpose of the Operation Phase

- To continue a regime of maintenance based on the guiding document for the ongoing care of the facilities, the responsible party for maintenance costs / duties as well as establish lease arrangements for each stakeholder group.

Roles and Responsibilities:

- Both parties will together review the master plan documentation biennially (every two years) and the capital works budget to be annually reviewed to coordinate priority works to progress the master plan.
- Council will implement an annual building inspection regime that includes a record report on the condition of the lease facilities at the commencement of a lease / licence agreement and on an agreed periodic basis throughout the tenure.

3. Proposed Facilities

3.1 The facilities on the Land that shall be included in the master plan are those that address the identified existing essential facility shortfalls as well as opportunities for future development including, but not limited to:

- The full restoration of the Cooneana Homestead (circa 1868) and the new function as part of the museum display of historical buildings and lifestyles from previous eras in the Ipswich region.
- The adaption of Rhondda Building and carport to provide facilities to collect, preserve and exhibit historical artefacts and memorabilia.
- Defining the role and/or purpose of exhibition / facilities of each building within the Centre.
- The renovation of the existing Cooneana homestead and outbuildings to adhere to all current building standards specifically DDA whilst preserving the character of each building.
- Provide a Sense of Arrival and improved Street Presence making the site “visitor friendly”
- Provide additional parking and formalise car parking / bus parking and circulation within the property.
- Upgrade the existing centre facilities with new Public Toilets, Outdoor Seating and New Café or Tearoom
- Enhance Way-finding and Orientation within and through the centre
- Provide new and improved pedestrian circulation, connection to buildings and adherence to relevant Australian Standards.
- Develop the curated exhibition spaces and displays to a current best practice standard.

4. Potential Funding

4.1 Currently Council capital works program has no identified projects or associated budget allocated.

4.2 IHS and Council will identify grant funding opportunities and where feasible, align with development of Council's capital works program, roles and responsibilities to optimise existing available funding.

4.3 IHS and Council will mutually identify capital works priorities and will review the priority list annually.

Council Design Services to consist of – Continued Operation Phase

- Seek suitable State and Federal funding to continue and/or complete the restoration of Cooneana Homestead through the Investment Planning and Delivery Team ongoing coordination.

Council Design Services to consist of - Planning and Design Phase

- Community Engagement including Heads of Agreement & Design by Enquiry stakeholder workshop through Community Engagement Branch coordination, timing to be confirmed.
- Master planning including Strategic Development Plans with Investment Planning and Delivery Team (timing to be confirmed).
- Detailed Concept Design supporting notes including Probable Cost Estimates with Investment Planning and Delivery Team (timing to be confirmed).

Council Future capital works to consist of - Development / Construction Phase

Identified potential projects with no allocated funds:

- Site Presentation - initial base investment towards new fencing, entry statement / signage;
- Restoration of Heritage Buildings – investment over 5 years with matched external funding (Cooneana Homestead / Rhonda building / Aberdare Hut);
- New or Upgraded Toilet Amenities
- New Water Storage - 50,000 L underground water tank
- Additional parking for visitors, staff and volunteers
- Provision of a café to service visitors

IHS Ongoing maintenance works & running of facilities - Operational Phase

- Ongoing day to day maintenance of the internal building such as floor coverings, doors and windows and any equipment and fixtures provided by Council for HIS use.
- Ongoing grounds upkeep such as mowing, garden maintenance and weed removal
- Provide, fund and maintain centre utilities to the centre.

Council Operational works & running of facilities - Operational Phase

- Council will fund an independent site inspection to audit and report on the condition of all buildings and associated facilities prior to entering into a lease with IHS. This report will form part of the master plan documentation package and all lease agreements.
- Annual building inspection and upkeep of the centre's buildings and any major priority capital structural items such as roofing, walls, air conditioners and external fittings such as gutters and downpipes.
- Review and upkeep of existing landscape elements such as car park, entry statement and associated gardens.

5. Facilities Locality Principles

5.1 Existing Facilities:

The following buildings are located within the land and three currently have community groups utilising the facilities that operate under Memoranda of Understanding with IHS:

- Heritage site buildings - Cooneana Homestead 1868, Rhondda Office & Carport 1977
- Relocated character buildings – Jim Donald House, Miners Cottage, Brighton House, Brigg House, Rhondda Pay Office
- Auxiliary Facilities – Shed 1 & 2, Toilet building and associated septic system.

5.2 Proposed New Buildings and Additional Facilities:

- Character buildings nominated for Relocation – Aberdare Hut

6. Anticipated Project Timeframe & Critical Milestones

Commencement of project and critical milestones to be confirmed in conjunction with IHS and Council as part of this Heads of Agreement arrangement.

7. General Principles

7.1 Subject to the Specific Principles in Clause 5, Council and IHS may to enter into a Lease which will incorporate the terms under which the Facilities will be developed. Parties acknowledge that a Council resolution to enter into the Lease is required prior to entering into a Lease.

7.2 The parties intend to work collaboratively to plan and develop the proposed Facilities as outlined in Attachment A including using reasonable endeavours to redesign the proposed facilities to achieve the required functionality should sufficient funding for the current proposed facilities not be secured on terms acceptable to the parties.

7.3 The Site as identified in Attachment A shall be provided to IHS by Council in accordance with the general principles as outlined in this Agreement and in particular under the Agreement for Lease.

8. Specific Principles

Lease

8.1 Subject to the funding arrangements in Clause 4 being confirmed, and the required Council resolution, the parties will enter a Lease.

9. Commercial Development Rights

9.1 Council intends that, subject to Council's approval and any conditions of a subsequent lease, the IHS may utilise the Land for income producing activities if:

- IHS remains as a not-for-profit community group;
- IHS is the beneficiary of the income or another community group as agreed in writing by Council;
- Any planning approvals and other approvals required for the income producing activities are obtained by IHS; and
- The income producing activities are consistent with the proposed master plan and facility development and include but are not limited to uses such as an education museum and historical tourist centre, restaurant, café, catering venue and other uses / Facilities that may be agreed between the parties.

10. Confidentiality

The parties must treat as confidential information:

- The fact that the parties have entered this Agreement;
- The provisions of this Agreement; and
- All information which is described as confidential, or which a party should reasonable expect is confidential information, provided by the other party in connection with this Agreement or furthering the Project.

10.1 A party must not disclose the other party's confidential information to any person except:

10.1.1 To employees (which term includes sub-lessees, agents, contractors and sub-contractors) on a "need to know" basis provided those persons first agree to observe the confidentiality of the information;

10.1.2 To legal and financial advisers;

10.1.3 With the other party's prior written consent which shall not be unreasonably withheld or delayed;

10.1.4 If required by law, any regulatory body; or

10.1.5 If it is in the public domain other than as a result of a party's breach of an obligation of confidentiality.

10.1.6 The recipient of confidential information indemnifies the disclosing party against and must pay on demand any losses, costs or damages directly or indirectly incurred by the disclosing party by reason of a breach of the recipient's obligations under this Clause 8 including any breach or misuse of the disclosing party's confidential information by an

employee, officer, agent, contractor, legal, financial or other professional adviser of the recipient.

10.2 The parties intend that the obligations in this Clause 10 are legally binding and survive any termination or expiry of this Agreement.

11. Agreements intended to be entered into for the Project

11.1 The parties intend to proceed with negotiation and execution of a number of agreements referred to in this Heads of Agreement (the Further Agreements).

11.2 The Parties intend to engage and share reasonable information in order to further the Project.

12. Miscellaneous

12.1 This Heads of Agreement is not intended to be legally binding, with the exception of clause 10. The purpose is to outline the basis on which the parties are willing to enter into negotiations for preparing and executing the Further Agreements that will bind the parties.

13. Definitions

In this Agreement:

IHS means Ipswich Historical Society which is the managing organisation and head tenant of the Cooneana Heritage Centre, 1041 Redbank Plains Road, New Chum.

Sub tenant means subsequent community organisations and groups who have a written sub lease with Ipswich Historical Society.

Council means Ipswich City Council land owner and leaser of 1041 Redbank Plains Road, New Chum.

Agreement means this Head of Agreement as executed.

Facilities means the buildings, built infrastructure and the land parcel (RP147956) consisting of Cooneana Historical Centre and includes any other improvements developed on the Site.

Further Agreement has the meaning given to that phrase in clause 11.

Lease means the proposed Lease from Council to IHS over the Site as outlined in clause 6 and may including an agreement for lease.

Museum means the Rhondda building, verandas and carport.

Homestead means the Cooneana building, timber verandas, kitchen building, outhouse and water tanks.

Centre means the Cooneana Heritage Centre, 1041 Redbank Plains Road, New Chum.

Project means the proposal to develop the Facilities and associated infrastructure as contemplate in this Agreement, including at section 1.1.

Site means the area identified as RP147956, 1041 Redbank Plains Road, New Chum.

14. Points of Contact and Engagement:

Ipswich City Council

Mark Bastin, Principal Officer (Open Space, Land and Facilities Operations)

Works Parks and Recreation Department

Phone: (07) 3810 6584

Ipswich Historical Society

Hugh Taylor, President

Phone: (07) 3282 0358

15. Execution

Signed by the parties on the dates set out below

Signed for and behalf of the Ipswich Historical Society

(print full name)

(position)

This day of 2017

IPSWICH CITY COUNCIL

Signed by Bryce Hines, Acting Chief Operating Officer

(Works, Parks and Recreation) as duly authorised

Council delegate in accordance with section 236

The Local Government Act 2009.

Witness

Name of Witness (Print)

ATTACHMENTS

Attachment A – Cooneana Heritage Centre Draft Master
Plan



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MP_B.pdf