

DRAFT letter to Parks Canada [to be put on City Parks letterhead]

_____, 2018

Christa Hanson
Commemorations Officer, National Historic Sites
Parks Canada Agency
23433 Mavis Avenue
Fort Langley, B.C. V1M 2R5
Via email: christa.hanson@pc.gc.ca

Dear Ms. Hanson:

Re: Mifflin Gibbs Commemorative Plaque at Irving Park, Victoria, B.C.

I write in response to your request for the City of Victoria's (hereinafter referred to as the "City") permission to install a commemorative plaque in honour of Mifflin Wistar Gibbs (including its stand, hereinafter referred to as the "**Commemorative Plaque**") at Irving Park in Victoria, adjacent to the pedestrian access to Irving Park off of the 400 Block of Michigan Street where indicated on the photograph attached (such location being hereinafter referred to as the "**City Property**"). Based on the description of the plaque you have provided (see photo attached of sample plaque and concrete base for Helen Gregory MacGill), the City agrees to grant the Parks Canada Agency a licence to use the City Property for the installation and maintenance of the Commemorative Plaque, subject to the terms and conditions set out below.

In consideration for the grant of this licence, the Parks Canada Agency agrees that:

1. the term of this licence is indefinite; provided, however, that the City may at any time request that the Parks Canada Agency remove the Commemorative Plaque and restore the City Property to the same condition it was in prior to installation of the Commemorative Plaque;
2. the language and appearance of the Commemorative Plaque, other than the concrete stand, will be as indicated in the attached photograph;
3. the Parks Canada Agency is and will remain solely responsible for the installation and maintenance of the Commemorative Plaque;
4. the City makes no warranties or representations regarding the suitability of the City Property for the Commemorative Plaque, and the Parks Canada Agency assumes all responsibility for ensuring that its installation can and will be conducted safely and in compliance with all applicable legislation, including City bylaws, regulations and policies;
5. this licence is limited to use of the City Property only and does not constitute permission or approval for the design, construction or installation of the Commemorative Plaque. The Parks

Canada Agency will obtain all necessary permits from the City for its design, construction, installation and maintenance;

6. the Parks Canada Agency hereby releases and agree to indemnify and save harmless the City, its elected and appointed officers and officials, employees, contractors and agents from any and all claims, damages, losses that may arise as a result of or relate to this licence and the rights and responsibilities granted by it; and
7. this licence does not affect or limit the City's powers and authorities under any legislation or regulations and all such powers and authority may be exercised by the City in relation to the Commemorative Plaque as if this licence have never been granted.

In consideration for the installation and maintenance of the Commemorative Plaque by the Parks Canada Agency, the City agrees that:

8. the Commemorative Plaque will remain the exclusive property of the Parks Canada Agency;
9. the City will not under any circumstances move, modify or repair the Commemorative Plaque or its stand, but rather will notify the Parks Canada Agency of any damage as soon as possible, except in the case of perceived urgency, which the City will be the exclusive judge of, when the City may do what it deems appropriate and then seek reimbursement from the Parks Canada Agency for costs reasonably incurred;
10. Parks Canada Agency employees, agents and representatives may have reasonable access to the City Property so that they can install and maintain the Commemorative Plaque;
11. the Parks Canada Agency will not be responsible for providing safe access to the Commemorative Plaque; and
12. the City will allow the public reasonable access to the City Property so that they can read the Commemorative Plaque.

I trust that these terms are acceptable to you. If so, please confirm this by signing and returning to me a copy of this letter.

Sincerely yours,

[name and title]

I hereby acknowledge that I understand and accept the terms and conditions set out in this letter:

Authorized Signatory of the Parks Canada Agency

Date: _____