

Attachment C: Draft Letter of Agreement



Sustainable
Planning and
Community
Development
Department

Community
Planning
Division

#1 Centennial Square

Victoria

British Columbia

V8W 1P6

Tel 250-361-0382

Fax 250-361-0386

Email:
CommunityPlanning@
victoria.ca

www.victoria.ca

_____, 2018

Ms. 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: Old Town Commemorative Plaque at Wharf Street and Humboldt Street

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 Old Town (including its stand, hereinafter referred to as the "Commemorative Plaque") within the reconfigured intersection and plaza that will be constructed at the intersection of Wharf Street and Humboldt Street as part of the Wharf Street Separated Bicycle Path implementation in 2019, which is shown on the attached plan (such location being hereinafter referred to as the "City Property"). The commemorative plaque is to be a bilingual bronze plaque measuring 26.75" in height by 30.25" in width and mounted on a cut granite stone base. Based on this design, the City agrees to grant the Parks Canada Agency a license 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 license, the Parks Canada Agency agrees that:

1. The term of this license 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 will be as indicated in the Committee of the Whole report on the plaque from the Acting Director, Sustainable Planning and Community Development, dated December 6, 2018, and the above description;
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 license 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



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6. permits from the City for its design, construction, installation and maintenance;
7. The Parks Canada Agency hereby releases and agrees 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 license and the rights and responsibilities granted by it; and
8. This license 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 license have never been granted.

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

9. The Commemorative Plaque will remain the exclusive property of the Parks Canada Agency;
10. 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;
11. 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;
12. The Parks Canada Agency will not be responsible for providing safe access to the Commemorative Plaque; and
13. 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,

Mayor Lisa Helps

Chris Coates, City Clerk

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: _____