



BYLAW NO. 360

A BYLAW TO AUTHORIZE ENTERING INTO A LICENSING AGREEMENT FOR PART OF THE STRATHCONA GARDENS RECREATION FACILITY

WHEREAS the Regional District may, pursuant to Part 5 of the *Local Government Act*, acquire, hold, manage and dispose of land, improvements or other property or any interest in such property;

AND WHEREAS the Regional District operates the Strathcona Gardens recreation facility for the benefit of the general public;

AND WHEREAS the Regional District wishes to enter into a licensing agreement with Visitor Radio (also known as 93.1FM Visitor radio) for exclusive use of a portion of the aforesaid recreation facility;

AND WHEREAS the requirements of Division 6 of Part 8 of the *Local Government Act* with respect to the disposition of Regional District property have been met;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Licence Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into a licensing agreement with Visitor Radio for the exclusive use of portions of the Strathcona Gardens recreation facility.

Form and Substance

2. The agreement referenced in section 1 shall substantially comply in form and substance with that shown in Schedule 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement following adoption of this bylaw.

Effective Date

5. This bylaw shall take effect on the date of adoption.

Citation

6. This bylaw may be cited for all purposes as Bylaw No. 360, being Visitor Radio Licensing Agreement Authorization Bylaw 2019.

READ A FIRST TIME ON THE 27TH DAY OF JUNE, 2019

READ A SECOND TIME ON THE 27TH DAY OF JUNE, 2019

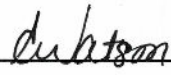
READ A THIRD TIME ON THE 27TH DAY OF JUNE, 2019

PUBLIC NOTICE OF PROPOSED DISPOSITION PUBLISHED ON THE 19TH AND 24TH DAYS OF JULY, 2019

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 14TH DAY OF AUGUST, 2019



Chair



D/ Corporate Officer

Schedule 'A'

STRATHCONA GARDENS FACILITY USE LICENCE

THIS AGREEMENT dated for reference this _____ day of _____, 2019

Between:

Strathcona Regional District

301-990 Cedar Street
Campbell River, BC
V9W 7Z8
Tel. (250) 830-6700
Fax. (250) 830-6710

(the "Regional District")

OF THE FIRST PART

And:

Russ Wagg dba Visitor Radio

1631 Island Highway
Campbell River, BC
V9W 2E6
Tel. (250) 202-9244
rrwagg@hotmail.com

("Visitor Radio")

OF THE SECOND PART

WHEREAS:

- a) The Regional District is the owner of the Strathcona Gardens Recreation Complex (the "Facility") located at 225 South Dogwood Street, Campbell River, BC;
- b) Visitor Radio has requested the use of a portion of the Facility for its broadcasting operation; and
- c) The Regional District has agreed to grant a License to Visitor Radio for use of a part of the Facility as hereinafter described;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the agreements and services to be provided by each party, the parties hereto covenant and agree with each other as follows:

1. Facility

The Regional District grants to Visitor Radio a right and license to use and occupy that part of the Strathcona Gardens Recreation Facility consisting of a wall mounted transmitter, roof mounted antennae, associated wiring and appurtenances.

2. Term

The Term of this License commences on the date of execution of this agreement and continues for 60 months.

3. Use

Visitor Radio shall only use that portion or portions of the Strathcona Gardens Recreation Facility designated in this Agreement.

4. Rental Fee

In lieu of rent, Visitor Radio agrees to give the Regional District twenty-four 30-second ads per day to broadcast on Visitor Radio. In addition, Visitor Radio will grant the Regional District use of its licensed frequency in the event of an emergency for public broadcasting.

5. Equipment

The Regional District shall be listed as the owner of all operational equipment. Visitor Radio retains the right to purchase the equipment back from the Regional District for the cost of \$1.

6. Covenants of Visitor Radio

Visitor Radio covenants with the Regional District as follows:

a) Installation

That it will not make any alterations in the structure of the Facility nor install any plumbing, piping or wiring without the prior written consent of the Regional District; and

That all costs to install the equipment required under this License are the responsibility of Visitor Radio.

b) Repair

That it will semi-annually, at a minimum, inspect the equipment to ensure it is secure and in a good state of repair and that no damage has occurred to the equipment or to the Facility;

That any repairs required to the equipment will be at the sole cost and expense of Visitor Radio. Any damage to the Facility and/or any equipment or other property of the Regional District used in connection with the License, other than normal wear and tear, shall be the responsibility of Visitor Radio;

That the Regional District may view the state of repair and Visitor Radio shall repair according to any notice given by the Regional District and if Visitor Radio fails to so repair the Regional District may do so, at its option, in which case Visitor Radio shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead immediately upon Visitor Radio's receipt of an invoice for the work from the Regional District;

c) Right of Access

That the Regional District, its officers, employees, and agents shall at all times and for all purposes have full and free access to any and every part of the Facility notwithstanding the license herein granted;

d) Assignment and Sublicensing

That Visitor Radio will not assign or grant a sub-license to any party without the written permission of the Regional District;

e) Regulations

That it will, at its own expense, comply promptly with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or Visitor Radio;

f) Indemnification

That it shall indemnify and save harmless and keep indemnified the Regional District, its employees, licensees and occupiers from any and all claims, causes of action, suits or demands whatsoever that anyone has, might have or will have that arise out of the use of the Facility under this agreement or the breach of this agreement by, or the negligent acts of, Visitor Radio, its servants, contractors, employees, members, guests, invitees or representatives, notwithstanding that any or all of them may have been contributed to or occasioned by the negligence of the Regional District.

g) Possession

That upon installation of the equipment required under this License on the Facility, title to the equipment transfers to the Regional District;

That at the expiration or sooner determination of this License, it will peaceably surrender and give up possession of the Facility without notice from the Regional District, any right to notice to quit or vacate being hereby waived by Visitor Radio despite any law or custom to the contrary;

h) Security & Safety

That it will not use the Facility for any purpose other than as permitted herein, and, notwithstanding such permission, shall not do or allow to be done to the Facility any act or thing which, in the opinion of the Regional District, presents or allows for the happening of any event which is a hazard or a danger to persons attending at the Facility.

7. Miscellaneous Covenants

The parties agree that:

a) Cancellation and Termination

Visitor Radio may terminate this Agreement if, for any reason, Regional District is unable to provide the Facility during the Term, in which case Visitor Radio shall not be liable for payment of the License Fee for the remainder of the Term, provided that the Regional District shall not be liable to Visitor Radio for damages suffered, whether consequential or direct, as a result of any inability to provide the Facility.

If Visitor Radio does not cancel the License as provided under this section, and if Visitor Radio fails to make use of the Facility for any cause other than neglect or default of the Regional District, a strike or lock out of Regional District employees, and act of God or insurrection, then Visitor Radio shall remain liable to pay Regional District the full amount of the License Fee.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party at the address noted in this agreement.

The Regional District may at any time terminate this License for breach of any covenant;

b) Fitness of Facility

Visitor Radio has inspected the Facility in its present state and that it is suitable for Visitor's purposes;

c) Holding Over

If Visitor Radio holds over following completion of the term and the Regional District accepts the License Fee, this Agreement becomes a license-at-will subject to those conditions in this Agreement applicable to a license-at-will;

d) Execution

In consideration of being granted the use of the Facility, Visitor Radio agrees to be bound by the terms and conditions of this Agreement.

e) Use of Facility

Visitor Radio covenants and agrees to use the Facility in accordance with terms of use.

f) No Interest

This Agreement shall not be interpreted as granting any interest in the Facility, other than a license to use a portion thereof, to Visitor Radio;

g) Interpretation

When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

h) Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

i) Law Applicable

This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

THE PARTIES hereto agree to the terms and conditions in this License as at the day and year first above written:

STRATHCONA REGIONAL DISTRICT

Chair

Corporate Officer**VISITOR RADIO**

Authorized Signatory