

INTRODUCED: May 28, 2024

AN ORDINANCE No. 2024-153

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a donation of services in the form of construction materials and labor valued at approximately \$100,000.00 from the Friends of The James River Park and, in connection therewith, to execute a Byrd Park Pump House, Right-of-Entry Agreement between the City of Richmond and the Friends of The James River Park, all for the purpose of funding the repair and restoration of the Byrd Park Pump House.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUNE 24 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for an on behalf of the City of Richmond, is hereby authorized to accept a donation of services in the form of construction materials and labor valued at approximately \$100,000.00 from the Friends of The James River Park for the purpose of funding the repair and restoration of the Byrd Park Pump House.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is hereby authorized to execute a Byrd Park Pump House, Right-of-Entry Agreement between

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 24 2024 REJECTED: _____ STRICKEN: _____

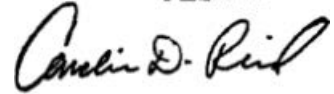
the City of Richmond and the Friends of The James River Park in connection with the acceptance of the gift authorized by section 1 of this ordinance; provided that such agreement must first be approved as to form by the City Attorney and must be substantially in the form of the document attached to this ordinance.

§ 3. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

A TRUE COPY:
TESTE:



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0399

File ID: Admin-2024-0399	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 04/29/2024
Subject:	Final Action:	

Title: To authorize the Chief Administrative Officer to accept a donation valued at approximately \$100,000.00 from the Friends of The James River Park and to execute a Right-of-Entry Agreement for improvements to the Byrd Park Pump House.

Internal Notes:

Code Sections:

Agenda Date: 05/28/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin - 2024-0399 ROE City and Friends of The James River Park Pump House Renovations Signed AATF 4.26.24, Admin -2024-0399 Press Release-Roller Bottimore Foundation Grant Draft, Admin-2024-0399 Byrd Park Pump House Ordinance Signed AATF 4.26.24

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/29/2024	Chris Frelke	Approve	5/1/2024
1	2	4/29/2024	Traci DeShazor - FYI	Notified - FYI	
1	3	4/29/2024	Meghan Brown	Approve	5/1/2024
1	4	4/30/2024	Sheila White	Approve	5/1/2024
1	5	5/1/2024	Sabrina Joy-Hogg	Approve	5/2/2024
1	6	5/13/2024	Jeff Gray	Approve	5/3/2024
1	7	5/15/2024	Lincoln Saunders	Approve	5/15/2024
1	8	5/17/2024	Mayor Stoney	Approve	5/17/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0399

Title

To authorize the Chief Administrative Officer to accept a donation valued at approximately \$100,000.00 from the Friends of The James River Park and to execute a Right-of-Entry Agreement for improvements to the Byrd Park Pump House.

Body

O & R Request

DATE: May 17, 2024 **EDITION:** 2

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO - Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Acting Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, DCAO-Human Services

FROM: Christopher E. Frelke, Director of Parks, Recreation and Community Facilities

RE: **To authorize the Chief Administrative Officer to accept a donation valued at approximately \$100,000.00 from the Friends of The James River Park and to execute a Right-of-Entry Agreement for improvements to the Byrd Park Pump House.**

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a donation of services in the form of construction materials and labor valued at approximately \$100,000.00 from the Friends of The James River Park, a Virginia non-stock corporation, and in connection therewith, to execute a Right-of-Entry Agreement all for the purpose of funding the repair and restoration of the Byrd Park Pump House.

BACKGROUND: Friends of Pump House Park, a community organization with the goal of maintaining and improving the Byrd Park Pump House, applied for and was awarded a grant of \$100,000.00 by the Roller-Bottimore Foundation to fund the renovation of doors and windows in the Pump House facility. Friends of Pump House Park has enlisted the Friends of The James

River Park to act as its fiscal agent for the receipt of this grant. The Friends of The James River Park has received the \$100,000.00 award and will be disbursing the funds for construction materials and renovation services for the benefit of the Byrd Park Pump House. The completion of these improvements will increase the safety of the Pump House and bring it closer to a completed state for public access.

COMMUNITY ENGAGEMENT: N/A.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: N/A

FISCAL IMPACT / COST: The City will receive \$100,000.00 worth of improvements on its Byrd Park Pump House property at no cost to the City. The City will be responsible for routine maintenance costs associated with the continued care and upkeep of the Byrd Park Pump House.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: May 28, 2024

CITY COUNCIL PUBLIC HEARING DATE: June 24, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (June 20, 2024)

AFFECTED AGENCIES: Parks, Recreation & Community Facilities; Human Services; Budget and Strategic Planning; Finance

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Friends of The James River Park and Friends of Pump House Park Press Release (12/13/23); Right-of-Entry Agreement

STAFF: Christopher Frelke - Director, Parks, Recreation & Community Facilities 646-1128
Kathryn (Giles) Garrison - Superintendent, James River Park System, Parks, Recreation & Community Facilities 646-6443

**BYRD PARK PUMP HOUSE
RIGHT-OF-ENTRY AGREEMENT
between
CITY OF RICHMOND
AND
FRIENDS OF THE JAMES RIVER PARK**

THIS RIGHT-OF-ENTRY AGREEMENT made as of the date of last signature below, is between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City") acting for purpose of this Agreement through its Department of Parks, Recreation, and Community Facilities ("DPRCF"), and the Friends of The James River Park, a Virginia non-stock corporation (the "Grantee"). Collectively, referred to as the "Parties".

STATEMENT OF PURPOSE

- A. Grantee, on behalf of the unincorporated volunteer group Friends of Pump House Park, has been awarded a \$100,000.00 grant from the Roller-Bottimore Foundation to complete window and door restoration work on the Byrd Park Pump House.
- B. The Grantee desires to donate Services to the City in the form of construction materials and renovation services to the Pump House located in Byrd Park at 1600 Pump House Drive Richmond, Virginia 23221 Parcel ID W0000879031, referred to as the "Property".
- C. The performance of the Services described above requires the Grantee and its employees, agents, contractors, invitees, licensees, officers, and volunteers to enter onto the Property, and the City is willing to grant such a right of entry to the Grantee on the terms and subject to the conditions set forth herein.

The City and the Grantee, intending to be legally bound, agree as follows:

1. Right of Entry.

1.1. Scope.

- 1.1.1. Meaning of "Property."** For purposes of this Agreement, "Property" means all City-owned real property located within the area of Pump House located at 1600 Pump House Drive Richmond, Virginia 23221 Parcel ID W0000879031.

1.1.2. **Meaning of "Services."** For purposes of this Agreement, "Services" means to provide construction materials and renovation services to complete window and door restoration work at the Pump House located on the Property.

1.1.3. **Grant of Right of Entry.** For the duration of this Agreement, the City hereby grants to the Grantee and its agents, contractors, employees, invitees, licensees, officers, and volunteers the non-exclusive right to enter upon the Property for the purpose of enabling the Grantee to perform its Services.

1.1.4. **No Relationship between Parties.** The City and the Grantee agree that the Grantee is an independent contractor and in no way to be considered an employee, partner, agent, or associate, whether by joint venture or otherwise, of the City in the conduct of its business and the performance of its Services.

1.1.5. **Compliance with Permits.** Grantee agrees to comply with the permit application processes and obtain any and all pertinent permits, if applicable, prior to commencing any Services.

1.1.6. **Value of Services and Improvements.** The approximate value of the Services is \$100,000.00 and the acceptance of such Services is authorized pursuant to City Ordinance No. _____.

1.2. **Duration.** This Agreement shall span from the date of its signing up to and including May 31, 2025.

1.3. **Termination.** Either party may terminate this Agreement at will by giving notice to the other party. Should this Agreement be terminated pursuant to this section 1.3, the City will not be liable for reimbursement of any funds expended by the Grantee in carrying out the terms of this Agreement.

2. **Standards and Requirements.**

2.1. **Repairs.** The Grantee shall repair any damage caused directly or indirectly to the Properties as a result of any error, omission, negligent act or intentional act of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers to the satisfaction of the City and shall maintain the Property in a condition satisfactory to the City as determined by the City in its reasonable discretion. If the Grantee has not done so by the termination of this Agreement, the City may make any necessary repairs at the Grantee's cost. This section 2.1 will survive the termination of this Agreement.

2.2. Utility Protection. The Grantee shall protect all private and publicly owned utilities located within the Property and shall not permit any utilities interruption.

3. Liability.

3.1. Release. The City shall not be liable for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and the Grantee hereby releases the City from any liability, real or alleged, for any personal injury or property damage to the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 3.1 will survive the termination of this Agreement.

3.2. Indemnity. The Grantee shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding including any claim, action, or other proceeding initiated or maintained by any of the Grantee's agents, contractors, employees, invitees, licensees, officers, or volunteers, that is based on or related to (i) the Grantee's breach of this Agreement, (ii) the use of the Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iii) the performance of any services on or outside of the Property by the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (iv) the presence on or about the Property of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers, (v) the conduct or actions of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (vi) any error, omission, negligent act or intentional act of the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 3.2 will survive the termination of this Agreement.

3.3. Insurance. The Grantee shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, insuring the Grantee and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing Services on behalf of the Grantee against liability for injury to persons and damage to property occurring on or about the Property or arising out of the maintenance or use thereof or the Services performed thereon, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall include the City as an additional insured and shall be effective

before the Grantee or its agents, contractors, employees, invitees, licensees, officers, or volunteers enter the Property. The Grantee shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request, which documentation will be reviewed promptly, and neither the Grantee nor its agents, contractors, employees, invitees, licensees, officers, or volunteers shall enter the Property until the City's Chief of Risk Management has approved the required insurance.

4. Miscellaneous.

4.1. Assignment. The Grantee shall not transfer or assign its rights or obligations under this Agreement.

4.2. Dispute Resolution.

4.2.1. Construction and Interpretation. Each party has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the Parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

4.2.2. Forum and Venue. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

4.2.3. Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Grantee in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of laws or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

4.3. Modifications. This Agreement contains the complete understanding and agreement of the Parties with respect to the matters covered herein and may not be modified except in a written instrument signed by the duly authorized representative of each party hereto.

4.4. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement the City and the Grantee hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Grantee; (iii) no individual or entity shall obtain any right to make any claim against the City or the Grantee under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether that individual or entity is named in this Agreement.

4.5. Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the Grantee:

Josh Stutz, Executive Director
Friends of The James River Park

P.O. Box 4453
Richmond, Virginia 23220

(804) 592-1031
josh@jamesriverpark.org

B. To the City:

Christopher Frelke, Director
Parks, Recreation and Community Facilities

City of Richmond
1209 Admiral Street
Richmond, Virginia 23220

(804) 646-1128
Christopher.Frelke@richmondgov.com

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

Effective as of the date of last signature below.

GRANTEE:

CITY:

By: _____
Josh Stutz, Executive Director Date
Friends of The James River Park

By: _____
J. E. Lincoln Saunders Date
Chief Administrative Officer

APPROVED AS TO TERMS:

Christopher Frelke, Director Date
Parks, Recreation and Community
Facilities, City of Richmond

APPROVED AS TO FORM:

Keisha Dillard-Brady 4/26/24

Keisha Dillard-Brady Date
Senior Assistant City Attorney

Friends of the James River Park and Friends of the Pump House

PRESS RELEASE

Contact: Josh Stutz

Phone: 804-592-1031

FOR IMMEDIATE RELEASE

12/13/2023

Friends of the James River Park and Friends of the Pump House Received \$100,000 Grant for Pump House Restoration Work

Friends of the Pump House, a fiscally sponsored organization under Friends of the James River Park, received a \$100,000 grant from the Roller-Bottimore Foundation. The funds will be used to complete the window and door restoration work that began in 2021. At the end of the project, all of the windows and doors on the main floor of the building will be restored.

This project, when completed, will mark an important step forward for the goal of restoring and preserving the Pump House so that it can once again serve the public. In that vein, Friends of the Pump House has been working with the City of Richmond Parks & Rec, Historic Richmond Foundation, and Friends of the James River to develop a project to reactivate the Pump House. Over the next several years, emphasis will be on replacing the slate roof, making structural repairs to the roof and floor structure, building an access bridge to the second-floor ball room area, and improvements that will allow the building to be used by City Park and Rec for offices, educational event space, and space for after-hour events

“We are grateful to the Roller-Bottimore Foundation for this major investment into the work that Friends of the Pump House has been doing. The Pump House is an important part of the James River Park System and Richmond’s history. There is still a lot of work to be done, but having all of the windows and doors restored will improve the look of the building and help keep things secure while we work on finding funding for the larger restoration projects we want to do.”- Josh Stutz, Executive Director Friends of the James River Park.

“We are absolutely thrilled to receive this generous donation from the Roller-Bottimore Foundation, which is the largest in our history. By allowing us to restore a large number of windows in the building, we can ensure that the Pump House remains secure and protected against the elements, which is critical to preserving this historic structure for generations. We are grateful to the Foundation for their generosity and look forward to getting started on this exciting project.” Penn Markham, President of Friends of the Pump House.

About the Pump House

The Byrd Park Pump House, also known as the New Pump House, is a late 19th-century example of the Gothic Revival style, applied to municipal industrial building which operated

as the Richmond city waterworks from 1883-1924. Completed in 1883, the building was constructed by Colonel Wilfred Emory Cutshaw, who served as Richmond's City Engineer from 1873 until his death in 1907. The scenic location of the New Pump-House at the Three-Mile Locks of the canal system inspired Cutshaw to create the unique combination of a waterworks and dancehall pavilion. Therefore, the building served the citizens of Richmond in two capacities: its machinery supplied the growing city with water and its pavilion gave Richmonders a picturesque scene for educational and entertainment programs.

The Pump House is owned by the City of Richmond Department of Parks and Recreation (P&R). It is located in Pump House Park, which is part of the James River Park System. In January 2020, City Council approved the James River Park System Master Plan for the James River Park System with the Pump House being a top priority.

About Friends of the James River Park

Friends of the James River Park is a 501c3 nonprofit organization that works with the City of Richmond to protect, expand, and enhance the James River Park System. They raise money from individuals, corporations, foundations, and government agencies to provide direct financial support to the City of Richmond's management and development of the Park. As park users and citizen stewards, they also work directly with JRPS staff to advocate on behalf of park users and coordinate projects.

In fiscal year 2023 they raised and spent a little more than \$600,000 on mission-driven initiatives like trail improvements, equipment purchases, educational programs, supporting land donation projects, and managing volunteer projects. They also help fund the park's invasive species removal efforts and have made significant investments in the new Urban Ranger program.

Friends of the James River Park provides fiscal sponsorship at no cost to organizations with missions that serves the James River Park System. The current fiscally sponsored organizations are Friends of the Pump House, the RVA Environmental Film Festival, and the JRPS Invasive Plant Task Force.

Learn more at jamesriverpark.org

About Friends of the Pump House

Founded in 2017, Friends of Pump House is a volunteer-led fiscally sponsored organization under the umbrella of Friends of the James River Park. They are dedicated to preserving, protecting, and restoring the historic Byrd Park Pump House. Members devote their time and energy to this cause in a variety of ways, including participation in monthly workdays, hosting tours and educational events, advocacy, historic research, and fundraising.