

INTRODUCED: March 10, 2026

AN ORDINANCE No. 2026-054

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a donation of landscaping services from Capital Trees valued at approximately \$32,000.00, for the purpose of performing tree improvements in Byrd Park located at 1401 Pump House Drive, 2601 Police Memorial Way, and 2301 Amelia Street in the city of Richmond.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 23 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to accept a donation of landscaping services from Capital Trees valued at approximately \$32,000.00 for the purpose of performing tree improvements in Byrd Park located at 1401 Pump House Drive, 2601 Police Memorial Way, and 2301 Amelia Street in the city of Richmond.

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

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

O&R REQUEST

DATE: January 6, 2026

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald, II, Chief Administrative Officer

THROUGH: Tanikia Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Amy Popovich, DCAO for Human Services

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

RE: To accept a gift of landscaping services for tree improvements at Byrd Park located at 1401 Pump House Drive, 2601 Police Memorial Way and 2301 Amelia St.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a gift from Capital Trees of landscaping services in the form of labor and materials valued at approximately \$32,000.00 for tree improvements in the areas around Byrd Park located at 1401 Pump House Drive, 2601 Police Memorial Way and 2301 Amelia St.

BACKGROUND: The Department of Parks, Recreation and Community Facilities is excited to partner with Capital Trees to increase the safety of Park users as well as improve the health and aesthetics of trees in and around Byrd Park. Tree improvements include structural pruning, removal of dead and dying trees, and stump grinding.

COMMUNITY ENGAGEMENT: N/A

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RVAgreen 2050, Cool the City Initiative, City of Richmond Urban Forestry Master Plan

FISCAL IMPACT: The total value of the gift is approximately \$32,000.00.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: March 10, 2026

CITY COUNCIL PUBLIC HEARING DATE: March 23, 2026

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development Standing Committee

AFFECTED AGENCIES: PRCF, Budget, Finance

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Attachment A: Right-of-Entry Agreement

STAFF: Shamar Young, Deputy Director, PRCF – (804) 646-5703
Michael Burton, Operations Superintendent, Sr., PRCF – (804) 201-5914
Daniel Hazlett, Senior Management Analyst, PRCF - (804) 646-7506

RIGHT-OF-ENTRY AGREEMENT
between
CITY OF RICHMOND
and
CAPITAL TREES

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 Capital Trees, a Virginia nonstock corporation (“Grantee”). Collectively, referred to as the “Parties”.

STATEMENT OF PURPOSE

A. The Grantee desires to donate Services to the City in the form of providing the labor and materials necessary to perform tree improvements including structural pruning, removal of dead and dying trees and stump grinding on the City-owned real property parcels, defined as “Property” in Section 1.1.1. below.

B. The performance of the Services described above requires the Grantee and its, agents, contractors, employees, 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 within Byrd Park located at 1401 Pump House Drive, Richmond, VA 23221, Parcel ID W0000879070, 2601 Police Memorial Way, Richmond, VA 23221, Parcel ID W0000879001, and 2301 Amelia Street, Richmond, VA 23220, Parcel ID W0000879063.

1.1.2. **Meaning of “Services.”** For purposes of this Agreement, “Services” means providing the labor and materials necessary to perform tree improvements including structural pruning, removal of dead and dying trees and stump grinding 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 prior to commencing any Services.

1.1.6. **Value of Services.** The approximate value of the Services is \$32,000.00 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 through November 30, 2026.

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 Property 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. The City shall provide assistance as needed related to confirming and marking any utilities lines so that the Services can be performed.

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, at its sole expense, shall obtain and maintain, throughout the Duration of this Agreement, with an insurer licensed to transact insurance business in the Commonwealth of Virginia, the following types of insurance 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:

- (i) Commercial General Liability Insurance, with an environmental liability endorsement, with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

3.3.1 Policy Requirements.

- (i) Subrogation against the City shall be waived.
- (ii) The City, and its officers, employees, agents, and volunteers shall be listed as an Additional Insured, except for Workers Compensation. With respect to the Commercial General Liability Insurance and Automobile Liability Insurance, the

Additional Insured status shall be provided on a primary and non-contributing basis with respect to any insurance or self-insurance maintained by the indemnitees.

- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise with the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

3.3.2 Endorsements and Certificates of Insurance. 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, at least seven (7) days prior to entering the Property, 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:

Shelly Barrick Parsons, Executive Director
Capital Trees
200 South Third Street, Suite 101
Richmond, VA 23219
(304) 692-3610
shelly@capitaltrees.org

B. To the City:

Christopher Frelke, Director
Parks, Recreation and Community Facilities
City of Richmond
2401 W. Leigh Street
Richmond, VA 23220
(804) 646-1128
christopher.frelke@rva.gov

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

4.6 Agreement to Use of Electronic Signatures. By signing this Agreement, the Grantee acknowledges and certifies the City's agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. The Grantee hereby agrees that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Effective as of the date of last signature below.

SIGNATURES ON FOLLOWING PAGE

Page 6 of 7

City of Richmond and Capital Trees
(1401 Pump House Drive, 2601 Police Memorial Way, 2301 Amelia Street -Byrd Park)

