



September 22, 2020

To the Honorable Council  
City of Norfolk, Virginia

**Item Number: R-6**

Re: Elizabeth River Trail Gifts

Dear Ladies and Gentlemen:

Attached is an ordinance to accept certain gifts from the Friends of the Elizabeth River Trail Foundation.

Respectfully,

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Bernard A. Pishko  
City Attorney

BAP/wld  
Attachment

**Supporting Material:**

- Exhibit A - MOU (PDF)

Form and Correctness Approved: *BAP*

Contents Approved:

By: \_\_\_\_\_  
Office of the City AttorneyBy: \_\_\_\_\_  
DEPT. City Attorney's Office

NORFOLK, VIRGINIA

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**Ordinance No.**

AN ORDINANCE ACCEPTING WITH APPRECIATION GIFTS IN KIND AND FINANCIAL CONTRIBUTIONS TO THE CITY FROM THE FRIENDS OF THE ELIZABETH RIVER TRAIL FOUNDATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO APPROPRIATE DEED(S) OF GIFT.

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WHEREAS, the Friends of the Elizabeth River Trail Foundation (the "Foundation") is a non-profit organization dedicated to the mission of providing support for and promoting the City's Elizabeth River Trail; and

WHEREAS, the City and the Foundation entered into a Memorandum of Understanding ("MOU") on November 16, 2016, attached hereto as Exhibit A, wherein the Foundation agreed to solicit sponsorships, contributions and other financial and in-kind support from Norfolk-area businesses, civic organizations and residents and apply those contributions for the development, improvement and promotion of the Elizabeth River Trail; now, therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1: - That all financial and in-kind gifts to the City from the Foundation are accepted with appreciation.

Section 2: - That all financial donations are hereby authorized to be expended for the purposes stated in the MOU, if and when made available from the Foundation.

Section 3: - That all in-kind contributions are authorized to be used for the purposes stated in the MOU, if and when made available from the Foundation.

Section 4:- That the City Manager is authorized to enter into and accept appropriate deed(s) of gift, in form approved by the City Attorney, conveying any and all gifts to the City, and to do all other things necessary to accept gifts, donations, and contributions from the Foundation to the City.

Section 5:- That this ordinance shall be in effect from and after its adoption.

Attachments:

Exhibit A - Memorandum of Understanding (10 pages)

**EXHIBIT A TO ORDINANCE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF NORFOLK  
AND  
THE FRIENDS OF THE ELIZABETH RIVER TRAIL FOUNDATION**

This Memorandum of Understanding entered into this 16<sup>th</sup> day of November, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the commonwealth of Virginia, hereinafter referred to as the "City" and **THE FRIENDS OF THE ELIZABETH RIVER TRAIL FOUNDATION**, a Virginia non-profit organization with its address at 150 W. Main Street, Suite 2100, Norfolk, Virginia 23510, hereinafter referred to as the "Foundation".

**WITNESSETH:**

WHEREAS, the Foundation, a non-profit organization, is dedicated to the mission of providing support for and promoting the City's Elizabeth River Trail; and

WHEREAS, the City recognizes the Foundation's assistance and support of the Elizabeth River Trail.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual efforts of the parties to promote and support the Elizabeth River Trail, the City and the Foundation agree as follows:

1. **GOALS AND OBJECTIVES.** The City and the Foundation share the goals and objectives of developing, improving, promoting, maintaining and safeguarding the Elizabeth River Trail as an iconic urban river trail among the finest in the United States of America. To this end, the City and the Foundation agree to cooperate and coordinate with each other as set forth in this MOU.
2. **FOUNDATION RESPONSIBILITIES.** The Foundation and the City agree to the following:
  - (a) The Foundation will support the development and improvement, and promote the use, of the Elizabeth River Trail through the Foundation's master planning, fundraising, programming and marketing efforts in coordination with the City.
  - (b) *The Foundation is recognized as the entity by the City authorized to accept contributions for the benefit of the Elizabeth River Trail. In this regard, the Foundation shall solicit sponsorships, contributions and other financial and in-kind support from Norfolk-area businesses, civic organizations and residents.*
  - (c) The Foundation will apply the monetary and in-kind contributions it receives for the development, improvement and promotion of the Elizabeth River Trail as a civic asset to be used by the City's residents and visitors.
  - (d) The Foundation will, through its appropriate committees and support groups, engage in master planning for the improvement and use of the Elizabeth River Trail and will make recommendations to the City with respect to same.

- (e) The Foundation will, through its appropriate committees and support groups, plan programs and activities to occur along the Elizabeth River Trail, in coordination with the City.
- (f) The Foundation will, through its appropriate committees and support groups, market and promote the use and enjoyment of the Elizabeth River Trail by the City's residents and visitors.
- (g) The Foundation will operate as an Internal Revenue Service Section 501(c)(3) organization in compliance with all applicable statutes and regulations.

### 3. CITY RESPONSIBILITIES.

- (a) The City's primary responsibilities shall be (i) public safety in the use of the Elizabeth River Trail and (ii) maintenance and repair of the Elizabeth River Trail and (iii) trash collection and clean-up along the Elizabeth River Trail.
- (b) The City will consult with the Foundation regarding the development and promotion of the Elizabeth River Trail and will coordinate the City's efforts with the Foundation for such purposes.
- (c) The City will advise organizations and individuals who are interested in supporting the Elizabeth River Trail about the Foundation's role in developing, improving and promoting the Elizabeth River Trail.
- (d) The City acknowledges and agrees that the Foundation will offer to Norfolk-area businesses, civic organizations and residents the opportunity to sponsor or "adopt" segments of the Elizabeth River Trail in connection with their financial contributions to the Foundation. The City will cooperate with the Foundation in connection with the signage and amenities intended to provide the "branding opportunities" or "naming rights" associated with such sponsorships and contributions, including without limitation the concept of any company, organization, individual or group "adopting" a segment of the Elizabeth River Trail. The City will take all appropriate administrative or other action necessary to authorize the installation of signage and other structures along the Elizabeth River Trail required for the implementation of such branding opportunities and naming rights.
- (e) The City will support the Foundation's fundraising efforts by preparing and joining in such grant applications to foundations, government agencies, corporations and other granting organizations as shall be advisable and mutually acceptable to the City and the Foundation in order to fulfill the goals and objectives of the parties under this MOU. The City shall provide collaborative assistance in regard to preparing such grant applications.
- (f) The City will collaborate with the Foundation in connection with the planning and execution of events and activities along the Elizabeth River Trail so long as such events or activities do not present a threat to public safety or cause any unreasonable detriment to the community.

- 4. **BRANDING.** The parties have cooperated with each other in the development of a branding strategy for the Elizabeth River Trail. In this regard, the parties jointly approve the branding plan described in Exhibit A hereto, which is incorporated by this reference herein.
- 5. **TERM/TERMINATION.** This Memorandum of Understanding will be in effect for a term of one (1) year from November 16, 2016 through November 15, 2017, and will automatically renew for additional terms of one (1) year each unless terminated by either party by giving written notice to the other party not less than thirty (30) days prior to the expiration of the then-current term.
- 6. **ENTIRE AGREEMENT.** This writing constitutes the entire agreement of the parties with respect to the subject matter herein, and any amendment shall be in writing duly executed by the parties.

CITY OF NORFOLK

*Douglas Edm. Jr.*  
 City Manager

Attest:

*Richard A. Bane*  
 City Clerk

THE FRIENDS OF THE ELIZABETH RIVER TRAIL FOUNDATION

By: *Charles V. McPhillips*  
 Name: Charles V. McPhillips  
 Title: Chairman

Contents Approved:

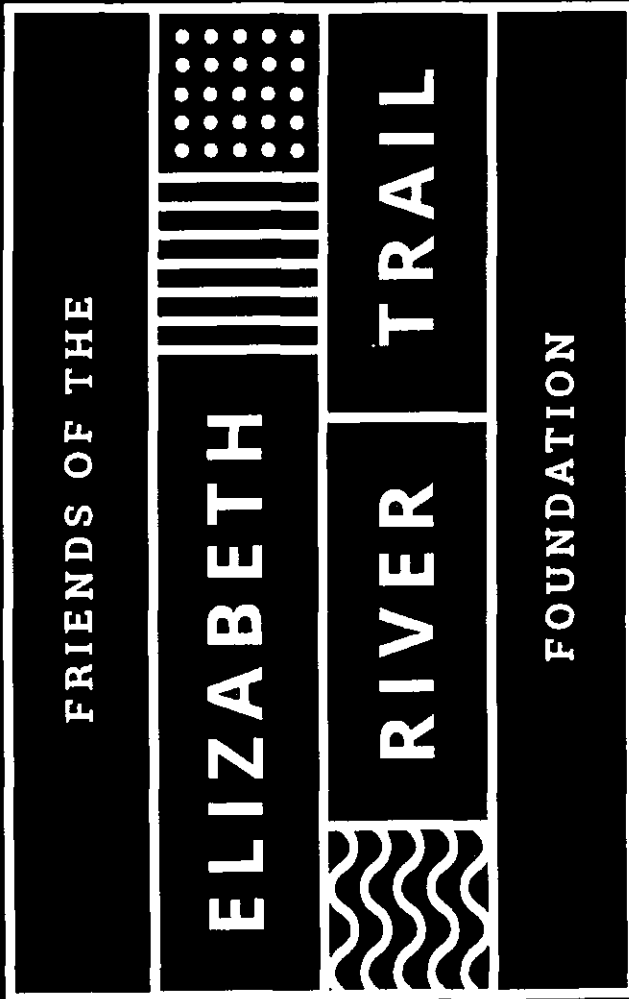
*S. J. [Signature]*  
 Department of Public Works

Form and Correctness Approved:

*Mary L. G. Nexsen*  
 Mary L. G. Nexsen  
 Deputy City Attorney

Attachment: Exhibit A - MOU (ERT Foundation Gifts)

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Attachment: Exhibit A - MOU (ERT Foundation Gifts)

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# Branding

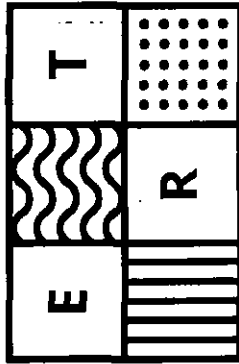
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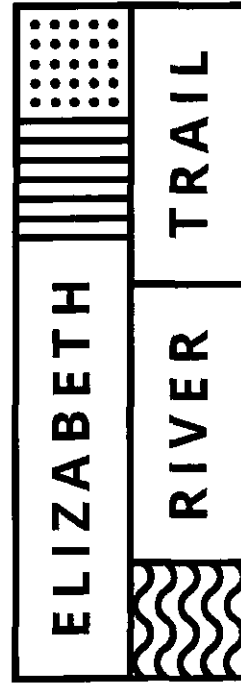
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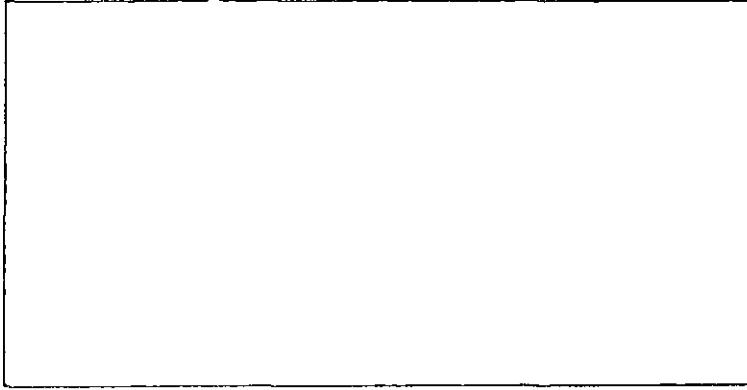


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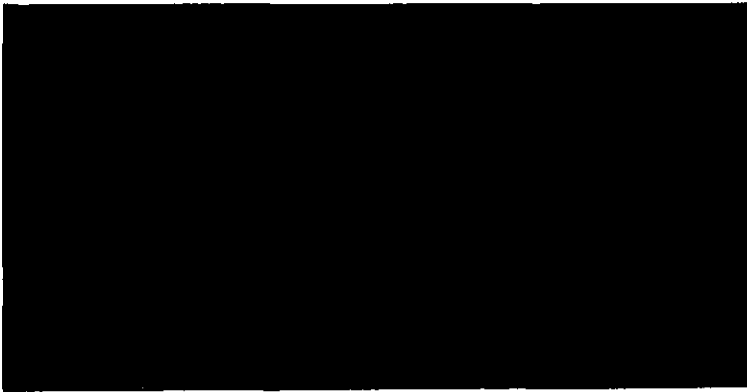


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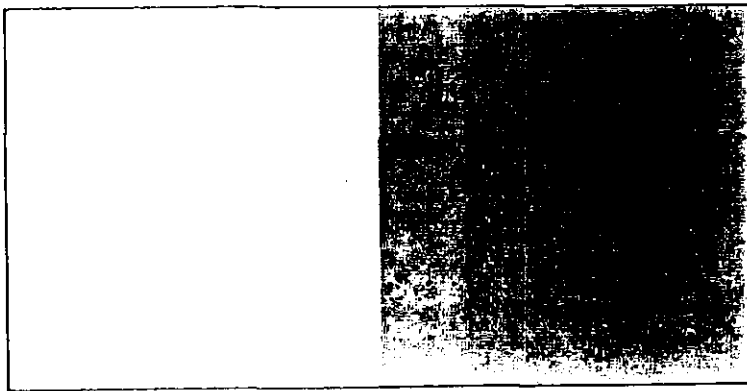
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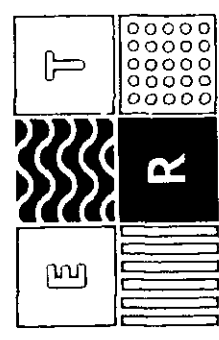
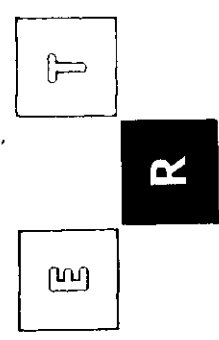
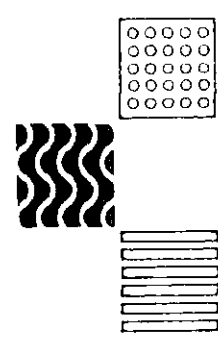
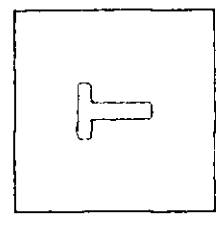
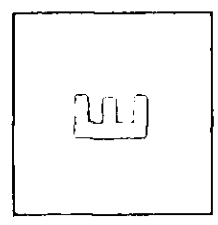
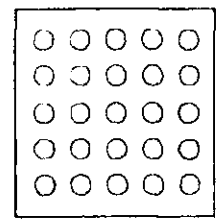
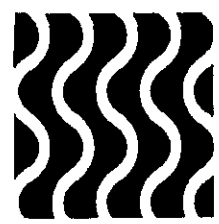
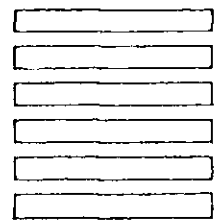
Trail



Water



Land



Patterns + Colors

Initial Colors

Sets

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# Proposed Trail Signage

Attachment: Exhibit A - MOU (ERT Foundation Gifts)

