

# Town of Windsor

## Memorandum

April 12, 2022

**TO:** Windsor Town Center Advisory Board

**FROM:** William G. Saunders, IV, Town Manager WGS IV

**SUBJECT:** Proposal for Senior Programs at the Windsor Town Center

### Background

This item was before the Windsor Town Council at their March 8, 2022 meeting, where representatives from Senior Services of Southeastern Virginia presented their proposal. Following consideration, the Town Council requested that the Windsor Town Center Advisory Board (WTCAB) review these proposals, and the draft MOU, and provide a recommendation to them in advance of their April 12, 2022 meeting.

### Senior Services of Southeastern Virginia

Senior Services of Southeastern Virginia (SSSEVA) is private, nonprofit organization and the Area Agency on Aging in South Hampton Roads that supports and enriches the lives of seniors and their families through advocacy, education, information, and comprehensive services. Currently, SSSEVA provides the I-Ride transportation in the northern IOW / Smithfield area and provides senior services in conjunction with Isle of Wight County Parks & Recreation (P&R) in the Nike Park facility in northern Isle of Wight County.

At a meeting on February 9, 2022, SSSEVA staff presented a proposal to host senior services in the in the WTC to staff members of the Town of Windsor and Isle of Wight County. It was also determined at that time that SSSEVA had initiated a limited I-Ride transportation route within the Town of Windsor. The plan proposed by SSSEVA at the meeting included the hosting of seniors 3-4 days a week (Weekdays; M, Wed., Thur.) from 10am – 2pm at the WTC, where they would be provided lunch and activities for 4-20 participants. Storage space for chairs and materials related to activities, as well as use of the kitchen was requested. Clean up following events would be undertaken by SSSEVA staff. The groups would primarily meet in the gym, due to its proximity to the kitchen, but could meet in the Arrowhead meeting room when the gym was otherwise in use. The I-Ride would transport participants to and from the meetings. Due to how impactful the proposed use would be to operations at the WTC, a Memorandum of Agreement between the Town and SSSEVA was recommended by Town staff.

### Specifics

Enclosed, find a draft Memorandum of Understanding that includes the revisions recommended by the WTCAB and the Town Attorney.

Revisions to draft MOU since March 8, 2022:

Section III.A.1

The WTCAB recommends the ending of SSSEVA programs by 1:45pm, due to the stacking of cars in front of the Center by parents picking up children after school; the school day ending at 2:25pm.

The WTCAB recommends SSSEVA programs taking place Monday through Thursday.

Section IV

The WTCAB recommends being flexible and accommodating to Senior Programs to the extent possible when scheduling events and using the numerous areas available in the facility to host different activities concurrently; however, at times Town rentals and/or specific, planned P&R or County activities may conflict with Senior Programs.

The WTCAB recommends that the Arrowhead Meeting Room be the primary location for Senior Program activities, with the gym, art room, and lounge as secondary, alternative locations when necessary.

Section VI

The WTCAB recommends that all parties to the agreement meet between twelve (12) and eighteen (18) months following execution to determine if any amendments to the terms are necessary.

Section XII

The Town Attorney recommends that termination may only occur after parties providing thirty (30) days' written notice.

Other considerations:

The WTCAB did not provide a recommendation as to whether SSSEVA should pay any rental fees for normal programming and/or special event bookings; however, they did discuss concerns relating to an expected increase in utilities and professional services (i. e. Cleaning, maintenance, etc.) expenses with the additional usage of the facility.

**Enclosures**

Draft Memorandum of Understanding with Recommended Revisions

**Recommended Action**

For Council's Consideration

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**SENIOR SERVICES OF SOUTHEASTERN VIRGINIA, INC.**  
**and**  
**THE TOWN OF WINDSOR**

**I. Parties.** The parties to this Agreement are the Town of Windsor, Virginia, a Virginia municipal corporation (Town), and Senior Services of Southeastern Virginia, Inc., a 501(c)3 non-profit organization, incorporated in the Commonwealth of Virginia (Senior Services).

**II. Purpose.** The purpose of this Agreement is to establish expectations concerning the staffing and operations of the Windsor Town Center older adult programming provided by Senior Services.

**III. Responsibilities**

**A. Senior Services**

Senior Services will provide:

1. Staffing for the older adult programming at Windsor Town Center, at no cost to the Town, during the times that Senior Services programs are active. These program hours shall be from 9:00 AM to 1:45 PM, Monday through Thursday.
2. Damages that occur as a result of Senior Services programming shall be the responsibility of Senior Services, and the Town of Windsor shall be indemnified for the same.
3. Senior Services staff shall abide by the Town of Windsor's rental policies when booking events outside of the standard hours noted in item 1.
4. Senior Services staff shall be responsible for the set up and break down of chairs, tables, etc. for their program activities.
5. Senior Services staff shall clean up those areas of the facility used during program activities immediately following those activities.

**B. Town of Windsor**

The Town will provide:

1. Access to the center during program hours, beginning on (date) \_\_\_\_\_.
2. A reasonable amount of storage space to house chairs and materials for activities.
3. Will cover all utilities, routine cleaning, refuse & recycling, insurance, supplies, maintenance, and all repairs which do not fall under the paragraph entitled "Capital Expenditures" which follows below, for the facility.
4. Will provide a staff person for times when the facility is rented outside of normal Senior Services programming activities.

**IV. Use of Facility**

Senior Services' staff may use the Windsor Town Center facilities for community programs and meetings, as outlined in the Responsibilities section above, and such community programs and meetings shall be exempt from rental fees.

Senior Services' use of the facility shall be secondary to rentals by the Town and/or planned programs sponsored by the Isle of Wight County Parks and Recreation. This shall include, but not be limited to the Summer Camp (typically eight weeks running mid-late June through mid-late August) and Spring Camp (typically one week in March or April during the Isle of Wight County School spring break), as well as general and primary elections.

Senior Services' programs will primarily take place in the Arrowhead Meeting Room and can take place in the gym, art room or lounge as secondary options when conflicts arise. Town agrees to be flexible and accommodating to the degree possible with rentals during Senior Services' programs.

**V. Insurance**

The Town shall add Senior Services as an additionally insured party on their insurance policy and Senior Services shall add the Town as an additionally insured party, with a minimum of \$1M coverage per event and \$5M total coverage.

## **VI. Modification**

This Agreement forms the entire agreement among the Parties and supersedes any and all understandings, agreements, letters of intent and negotiations between the Parties relative to the subject matter. This Agreement may not be modified or amended except in writing signed by all Parties. All parties agree to meet between twelve (12) and eighteen (18) months after execution of the Agreement to review progress, and compliance with the terms of the Agreement.

## **VII. Assignment**

The rights and obligations under this Agreement may not be assigned by either Party hereto without the prior written consent of the other Party.

## **VIII. Non-Discrimination**

The Parties agree that at no time it shall discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability, age, or gender.

## **IX. Counterparts**

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the Parties will constitute a single, original instrument.

## **X. Waiver**

The failure of either to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said Party's right to demand strict compliance therewith in the future.

## **XI. Governing Law and Severability**

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be determined to have been delivered and accepted by the Parties in the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.

If any portion of this Agreement shall be adjudged invalid, illegal or unenforceable, no other provision shall be affected in any way.

**XII. Termination**

The terms of this Agreement will remain in effect until terminated by either party. Termination may only occur after providing thirty (30) days written notice.

**XIII. Execution**

The foregoing Agreement was duly adopted, accepted and approved by the Town Council at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and by Senior Services of Southeastern Virginia on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**Town of Windsor**

By \_\_\_\_\_  
Mayor Date

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

**Senior Services of Southeastern Virginia**

By \_\_\_\_\_  
CEO Date

Attest:  
\_\_\_\_\_  
Clerk

Approved as to form:  
\_\_\_\_\_  
Senior Services' Attorney