

# Town of Windsor

## Memorandum

August 9, 2022

**TO:** The Honorable Mayor and Town Council  
**FROM:** William G. Saunders, IV, Town Manager  
**SUBJECT:** Proposal for Senior Programs at the Windsor Town Center

### Background

Following receipt of recommendations from the Windsor Town Center Advisory Board (WTCAB), the Windsor Town Council met on this item at their July 12, 2022 meeting.

### Specifics

The iteration of the Memorandum of Understanding (MOU) that was before the Town Council at their July 12, 2022 meeting had been amended to reflect the recommendations for the WTCAB.

At that meeting, Town Council also tasked staff with researching potential insurance and utility cost increases related to the Senior Services of Southeastern Virginia proposal. Further, Council directed the forwarding of the draft MOU to Isle of Wight County Administration for their review to ensure that no conflict existed with agreements on the provision of programs by Parks and Recreation and that the proposal met with the County's plan for senior service programs.

Regarding insurance, our insurance provider, the Virginia Risk Sharing Association, felt that the \$5M total coverage might be higher than necessary, but that they would provide an estimate if necessary. However, if the total coverage in the MOU were revised to the town's current total coverage of \$3M, there would be no increase in coverage costs. After consultation with the Town Attorney, the total coverage in the latest draft of the MOU has been revised down from \$5M to \$3M.

The difference in costs of utilities from prior to Parks and Recreation programs to after, were not conclusive. This is partly due to the number of other factors that caused irregular utility usage amounts beyond the programs, or lack thereof, in the center.

The draft MOU was forwarded to the County Administrator and County Attorney for their review and comment. The County Administrator and County Attorney have stated that the draft enclosed herein was fine and they have no objections to the proposal.

### Enclosures

Draft Memorandum of Understanding

### 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 programing 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 Section III.A.2, 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 kitchen 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 \$3M 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 \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

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

**Senior Services of Southeastern Virginia**

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

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Attorney