

Town of Windsor

Memorandum

December 12, 2023

TO: The Honorable Mayor and Town Council

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

SUBJECT: Proposal for Senior Programs at the Windsor Town Center

Background

In 2022, a proposal for the provision of senior programs at the Windsor Town Center was presented by Senior Services of Southeastern Virginia (SSSEVA), which did not come to fruition. SSSEVA has recently approached Town staff with a similar proposal.

Specifics

At the August 9, 2022, meeting of the Windsor Town Council, a Memorandum of Understanding regarding the Senior Services of Southeastern Virginia (SSSEVA) proposal to provide senior programs at the Windsor Town Center was approved. The MOU was similar to the one the Town has with Isle of Wight County on the use of the facility.

Following Council's approval, Town staff met with Mr. Zollos of the SSSEVA to discuss the parameters of the MOU. SSSEVA chose to decline the agreement due to conflicts with the current use of the Center by the Isle of Wight County Parks and Recreation Department.

SSSEVA subsequently instituted programming in Zuni, which did not yield the response hoped for; therefore, programs in Windsor are again being considered.

Ms. Charnitta Waters of SSSEVA met with Isle of Wight County Parks and Recreation, as well as Town, staff to discuss the proposal on November 14, 2023.

At their December 5, 2023, meeting, the Windsor Town Center Advisory Board reiterated their view that seniors attending these functions should leave the premises by 2 PM, so as not to be hindered by the traffic and stacking related to parents picking up their children from Georgie Tyler Middle School.

The current proposal is to provide lunches and activities three days per week for approximately twenty seniors. The expectation is to increase to four days per week if successful.

Enclosures

MOU for SSSEVA

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, facility 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