

# Town of Windsor

## Memorandum

July 12, 2022

**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

This item was before the Windsor Town Council at their April 12, 2022 meeting, where the Town Council requested that the Windsor Town Center Advisory Board (WTCAB) review the proposal and MOU regarding rental rates and expenses of the Senior Services of Southeastern Virginia (SSSEVA) programs in the Town Center and provide a recommendation. Further, the WTCAB also met regarding revisions to the rental policy as it would apply to special considerations of events and user groups at the Town Center.

### Specifics

The WTCAB recommended moving forward with the section programs proposed at the Windsor Town Center, while being mindful that the increased costs of operations are an unknown until some period of time has elapsed with the programs underway. They reiterated their desire to evaluate the costs at a future time.

Enclosed, find a draft Memorandum of Understanding that includes the revisions and references recommended by the WTCAB since April 12, 2022:

#### Section III.A.3.

The WTCAB recommends that this section regarding rental policies, to include fees, remain unchanged; that the SSSEVA would be subject to rental policies, to include fees, for events booked outside of the normal, weekly events noted in Section III.A.1.

#### Section III.B.3. Town of Windsor

The WTCAB recommends a revision to a reference to another section of the document. The recommended revision changes the reference from the 'Capital Expenditures' section to section 'III.A.2.'

#### Section IV. Use of Facility

The WTCAB recommends that the first paragraph remain unchanged; that the SSSEVA not be charged a rental fee for the normal, weekly events spelled out in Section III.A.1.

The WTCAB recommends the addition of the kitchen as a space of primary use for the senior programs in the third paragraph.

Section VI. Modification

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; particularly as relates to potential increased operations costs of the facility. Further, they recommend opening a dialogue with the Isle of Wight County Board of Supervisors regarding costs of the programs during this reevaluation if the additional costs are impactful.

Also find enclosed, a draft, revised rental policy that envisions the recommended relationship with the SSSEVA as well as other discounted rates for particular events and user groups.

**Enclosures**

Draft Memorandum of Understanding with Recommended Revisions  
Draft Windsor Town Center Rental Agreement

**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~~ 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 \$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 \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

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

Approved as to form:  
\_\_\_\_\_  
Town Attorney

**Senior Services of Southeastern Virginia**

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

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Attorney

**Windsor Town Center**  
RENTAL AGREEMENT FORM

**Renter full name:** \_\_\_\_\_ **Event date(s):** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Event time(s):** \_\_\_\_\_  
 \_\_\_\_\_ **Rental package no.:** \_\_\_\_\_  
**Phone no.:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Information about the event and usage of the facility:**

<b>FACILITY HOURLY RENTAL RATES<sup>(1)</sup></b>		
<b>Rental package no.</b>	<b>Rooms included</b>	<b>Hourly rate</b>
<b>1</b>	Full building – gym, kitchen, meeting room, art room	\$125
<b>2</b>	Gym	\$75
<b>3</b>	Gym, kitchen	\$100
<b>4</b>	Meeting room	\$50
<b>5</b>	Meeting room, kitchen	\$75
<b>6</b>	Wedding package (see note below)	See note below

<sup>(1)</sup> Hourly rates are subject to change and may be modified at the discretion of the Windsor Town Center Advisory Board.

Wedding package: For renters needing the full building (package 1) for more than one consecutive day, the hourly rate for the shorter of the two days shall be \$62.50.

The rental agreement is being entered into by the person/institution identified on page 1 of this form and the Windsor Town Center (WTC). As such, the renter must be at least 21 years of age and fully provide the required contact information, credit card information, and ABC licenses (if applicable).

For More Information Call (757) 242-4288



## Discounted Events, User Groups:

<b>TOWN SPONSORED EVENTS</b>		
<b>Event</b>	<b>Timeframe</b>	<b>Discount</b>
Elections, Primaries	All	100%
Red Cross Blood Drives	Up to 4 per calendar year	100%
Isle of Wight County Government	Per Agreement	100%
Senior Services of Southeastern Virginia Luncheons, Monday – Thursday	Per Agreement	100%
Friends of the Windsor Library Breakfast with Santa	December	100%

- Civic groups from the Town of Windsor, VA are eligible for a 50% discount on events Monday – Thursday, and one event per calendar year Friday – Sunday.
- Senior Services of Southeastern Virginia is eligible for a 50% discount on events Monday – Thursday, and one event per calendar year Friday – Sunday (Per agreement).

## Contract and payment:

- All payments are to be made to the Town of Windsor and paid at the Windsor Town Hall.
- An additional 3% surcharge is applied to payments made through the use of a credit or debit card.
- The total rental cost is determined by the rental package hourly rate and total number of hours required by the renter (plus surcharge if applicable).
- A deposit of 50% of the total rental cost is required upon signing the rental agreement to reserve the requested date(s) and time(s).
- A date/time will not be reserved for an event until the 50% deposit has been submitted by the renter.
- The total rental cost must be paid three weeks prior to the scheduled event. Unpaid balances will be automatically withdrawn from the credit card on file on the day of the event.
- An event may be cancelled at no cost if notification is received by the WTC at least 60 days prior to the scheduled event. If an event is cancelled after the 60 day window has expired, the deposit will be retained by the WTC unless another event can be scheduled for that day/time, in which case the deposit will be returned to the renter in full.
- Additional time, rooms, and/or resources cannot be added to or removed from the rental agreement unless notice is given three weeks prior to the scheduled event.
- If the renter exceeds the agreed upon time set for the event without giving notice three weeks prior to the event, the credit card on file will be billed \$250 for each additional hour used.
- If the renter uses additional resources, beyond those stipulated in the agreement, the credit card on file will be billed \$250 for each hour the facility was in use.
- If sufficient notice is provided by the renter, additional time may be added (if available) or removed, by the renter as an amendment to the original agreement.
- If additional rooms and/or resources need to be added (if available) or removed, the original agreement will be voided and the deposit returned to the renter, and a new agreement will be completed.

I have read, understand, and agree to the contract and payment policies (initial): \_\_\_\_\_

## General usage:

- The facility closes at 11 pm, and all events must be fully completed (including cleanup) by that time. Extended operating hours may be granted and require board approval.
- No animals of any kind are allowed on the premises without prior authorization of the WTC Advisory Board (excludes service animals).
- No smoking inside or outside the facility (WTC is on public school premises).
- No firearms allowed inside or outside the facility (WTC is on public school premises).
- Children must be supervised at all times by an adult (at least 21 years of age).

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- The WTC retains the right to refuse the use of the facility at any time for events that are deemed unsafe, include illegal activities, or are non-compliant with reasonable standards of conduct in a public venue.
- The WTC is not responsible for any and all items that are damaged, lost, or stolen before, during, or after the event.
- Consumption of alcoholic beverages requires a Virginia ABC license which must be on file in the WTC office at least 5 business days before the event. Open alcohol containers may not be taken outside the facility at any time.

*I have read, understand, and agree to the general usage policies (initial): \_\_\_\_\_*

**Vendors, caterers, and entertainment:**

- The WTC does not provide linens, plates, silverware, glasses or cups.
- If applicable, the name and contact information of any vendor, caterer, or entertainment must be provided on this rental form.
- DJ and/or band must provide their own sound system

*I have read, understand, and agree to the vendors, caterers, and entertainment policies (initial): \_\_\_\_\_*

**Decorations:**

- No decorations may be taped, stapled, pinned, or otherwise affixed to walls, floors, or ceilings.
- Confetti, glitter, and spray paint may not be used within the facility.
- The throwing of confetti, rice, rose petals or litter of any kind is prohibited.
- Bubbles and bird seed can be used outside at weddings.
- Candles are permitted only if they are placed in a globe and the flame does not go outside the globe.

*I have read, understand, and agree to the decorations policies (initial): \_\_\_\_\_*

**Setup:**

- The renter is responsible for walking through the facility with a WTC employee before the event to check that the event plan has been executed properly and to establish an initial baseline condition for the facility.
- The renter must meet with WTC management at least 3 weeks before the event to provide details and requirements for event seating and activities.
- Additional changes to the agreed upon event plan that require additional time or resources of the WTC are not allowed

*I have read, understand, and agree to the setup policies (initial): \_\_\_\_\_*

**Cleanup:**

- The client is fully responsible for cleaning any and all rooms identified in the rental package whether or not they were utilized during the event.
- The client is responsible for walking through the building after an event with a WTC Employee to ensure the state of the facility is identical to the initial baseline condition identified before the event.
- The client will be responsible and charged for any damages to the building, equipment, or furniture and for any items missing after the event.
- Additional cleanup required by the WTC to return the facility back to the initial baseline condition will be charged to the credit card on file at the hourly rate for the rental. The amount of time required to perform the additional cleanup will be determined by the WTC staff.

*I have read, understand, and agree to the cleanup policies (initial): \_\_\_\_\_*

In consideration for the use of the WTC facilities; the client, its guests and invitees hereby releases the Town of Windsor and Isle of Wight County, to include Isle of Wight County School Board and Isle of Wight County Parks and Recreation department, from and for all liability, claims and demands on account of injury, loss or damage including property loss or damage, bodily injury, or sickness, that the client or guests may suffer as a result of such use.

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Additionally, by signing below, the renter is agreeing to all WTC policies and procedures as set forth in this agreement and to pay the full cost for the rental along with additional charges for any damages or expenses incurred as a result of the rental.

**Renter signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WTC employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Total cost:**

To be completed by WTC employee and reviewed by renter.  
All payments made to Town of Windsor and paid at Windsor Town Hall. A

Rental package number: \_\_\_\_\_

Package hourly rate: \_\_\_\_\_

Number of hours: \_\_\_\_\_

Sub-total cost (hourly rate × number of hours): \_\_\_\_\_

Credit card surcharge (3% of Sub-total cost): \_\_\_\_\_

**Total cost (Sub-total cost + surcharge):** \_\_\_\_\_

**Setup/cleanup review:**

Plan reviewed and agreed upon by:

Setup review completed (date and time): \_\_\_\_\_ Renter initial \_\_\_\_\_ WTC initial \_\_\_\_\_

Cleanup review completed (date and time): \_\_\_\_\_ Renter initial \_\_\_\_\_ WTC initial \_\_\_\_\_

**Vendors, caterers, and entertainment:**

Please list below any vendors, caterers, and entertainment that will be operating at the event and include contact information.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

For More Information Call (757) 242-4288

**ABC license information:**

Make copy of license and store with rental agreement form.

Name on license: \_\_\_\_\_ License type: \_\_\_\_\_

License number: \_\_\_\_\_ License date(s): \_\_\_\_\_

**Credit card information:**

Make copy of both sides of card and store with rental agreement form

Name on card: \_\_\_\_\_ Zip code: \_\_\_\_\_

Card type: \_\_\_\_\_ Card number: \_\_\_\_\_

Expiration date: \_\_\_\_\_ CVV code: \_\_\_\_\_