

## Town of Windsor

### Memorandum

October 8, 2024

**TO:** The Honorable Mayor and Town Council

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

**SUBJECT:** Isle of Wight County Schools Facility Use Memorandum of Understanding Review

#### Background

Isle of Wight County Schools (Schools) has recently tightened its policy regarding the use of its facilities by others.

#### Specifics

Traditionally, during Town-sponsored events, such as the July 4<sup>th</sup> celebration and the Christmas Parade, portions of the Windsor High School facility and/or grounds have been utilized by the Town at no cost. This year, when application was made for the use of the parking lots of the Windsor High School and Georgie Tyler Middle School for the Christmas Parade, large fees were requested of the town.

Following up on this, it was found that Schools had entered into a MOU with Isle of Wight County (County) to waive the fees for their use of School facilities. An offer was made to the Town by the Schools' administration to submit a similar MOU between the Town and Schools for the consideration of the School Board.

You will find enclosed a redlined draft of the MOU between Schools and the County for your review and consideration.

#### Recommendation

For Council's consideration

#### Enclosures

Redlined Draft of Gazebo Use Policy

**FACILITY USE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF ISLE OF WIGHT COUNTY  
AND THE  
~~BOARD OF SUPERVISORS OF ISLE OF WIGHT COUNTY~~  
TOWN COUNCIL OF WINDSOR**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between the School Board of Isle of Wight County and the ~~Board of Supervisors of Isle of Wight County~~ Town Council of Windsor for the joint use of public facilities to the extent allowed by law.

RECITALS:

The ~~Board of Supervisors of Isle of Wight County~~ (“County”) Town Council of Windsor (“Town”) and the School Board of Isle of Wight County (“School Board”) recognize the benefit to the ~~County of Isle of Wight Town of Windsor~~ which will result from a working relationship in the development of a joint plan for the use of school and park facilities for recreation and educational purposes. The intent of both ~~Boards~~ the Town and the School Board is to provide maximum educational and recreational opportunities of the facilities while ensuring that wholesome recreational opportunities, which complement and support the educational needs of the County and Town are met. Recent and projected growth in the County and Town has increased the demand for new and expanded recreational and educational facilities. Joint use of the facilities provides citizens with better access and utilization of public buildings, school buildings, athletic facilities, park and recreation areas, and avoids duplication of these facilities as well as utilizing the facilities to the maximum extent possible.

The County Town and School Board understand and agree that this agreement is intended solely for the purpose of advancing public education and recreational services within the County of Isle of Wight.

1. TERM

The County Town and School Board agree that this agreement shall continue until terminated by either party upon written notice of no less than sixty (60) days to the other party.

2. FEES AND CHARGES

All fees and charges for the use of the facilities are waived between the parties hereto.

3. FACILITIES AND EQUIPMENT USE

The School Board and the County Town agree to share the use of facilities and equipment whenever possible. Any damage created by improper use will be the responsibility of the party that is using the facility or equipment at that time. The School Board and County Town agree that each reserves a right of entry and inspection of facilities being used by the other at any reasonable time.

The following schools and their facilities may be made available during non-school hours and after school programs have ended. Facilities shall include designated classrooms, gymnasiums, restrooms, cafeterias, multi-purpose rooms, outdoor fields, parking areas, grounds, custodial closets and other areas as mutually agreed.

~~Smithfield High School~~  
~~Smithfield Middle School~~  
~~Carrollton Elementary School~~  
Georgie Tyler Middle School  
~~Westside Elementary School~~  
Windsor High School  
Windsor Elementary School  
~~Carrsville Elementary School~~

The using party will be responsible for cleaning facilities after each use to include during recreational programming.

4. FACILITIES SCHEDULING

Facilities use will require the making and use of appropriate reservation forms. Applications for use should be made a minimum of thirty days in advance to ensure proper scheduling. Application for use from community

groups or the general public will not be approved until after this time has expired. It is the intent of this agreement that the School Board and County Town shall have preferred use of said facilities over other parties. This means; the Parks and Recreation Department and the Town of Windsor will be granted priority status, allowing them to displace other non-school-related organizations from their scheduled time slots in order to accommodate Parks and Recreation programs and Town of Windsor programs or events.

The following IOW Town of Windsor Departments are eligible for the use of the facilities at no cost based on providing their own cleaning of facilities after each use. Any IWCS staff member, that is needed for the prescribed time period will be paid overtime at the employees' rate of pay.

Emergency Management  
Isle of Wight County Sheriff's Office  
Farmers Market (Parking Lots)  
Parks and Recreation  
Board of Supervisors  
Town of Windsor Municipal Staff  
Town Council of Windsor  
Windsor Police Department  
Windsor Public Works

The School Board and the County Town agree to notify each other immediately of any conflict in scheduling that arises so that alternative space for use when these situations occur may be provided.

#### 5. FACILITIES SUPERVISION

The user of the facilities shall be responsible for providing adequate supervision during the periods of use. The using party will be responsible for the behavior and conduct of all program participants including spectators. A responsible person will be designated by each party using the facility.

#### ~~6. COOPERATIVE DEVELOPMENT OF RECREATIONAL FACILITIES~~

~~The parties recognize the mutual benefit for the citizens of the County and agree to jointly undertake development of recreational facilities whenever possible. When such joint or cooperative development is proposed, the parties may enter into separate written agreements to provide details as to rights and obligations of the parties with respect to the development of said joint facilities. This cooperative development shall include consideration of possible recreation facilities in the design of future schools.~~

#### 7. ~~6.~~ MAINTENANCE OF FACILITIES

Maintaining school property shall be the responsibility of the School Board. Maintaining county Town park and recreational facilities shall be the responsibility of the County Town. The incidental and ordinary costs of making schools available for park use (such as heat and light) or making parks available for school use are deemed to be offsetting. The County Town shall be responsible for providing custodial services when using school facilities if such services are necessary before or after an event.

Reimbursable costs shall include, but are not limited to, repair of facility damage due to vandalism occurring during times a facility is in the control of the other party; direct costs or extensive janitorial services required as result of the activity of the party; special modifications of a facility which are required to be made to accommodate use by the other party. The parties each hereby agree to maintain the premises of the other in good repair while they are under the control of the other and to bear the cost for required repairs, which are attributable to a breach of this duty.

#### 8. ~~7.~~ LIABILITY/ENFORCEMENT OF RULES AND REGULATIONS

Each party will be responsible to the other party for any and all damages to property or facility while using the other party's property or facility.

Each party may promulgate or enforce its own rules and regulations concerning the use of the facility while being used by said party.

Nothing herein, however, shall be deemed to waive any limitations upon liability through sovereign immunity which exist for both parties as to third parties.

9. 8. AMENDMENTS AND MODIFICATIONS OF THE AGREEMENT

The parties may amend this contract by agreement. Such amendments shall be effective upon the approval of the School Board and the Board of Supervisors Town Council and upon the signature of the chairman of the School Board and ~~chairman of the Board of Supervisors~~ the Mayor of Windsor.

10. 9. ASSIGNMENT

Neither party shall assign its use of the other facilities as herein above provided; however, either party may enter into agreements with other parties or agencies to permit the use of these facilities under the said party's supervision and control.

11. 10. NON-DISCRIMINATION

The parties each agree that while in or upon the facilities of the other, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability or age.

12. 11. RESOLUTION (to be adopted by each party)

WHEREAS, there is increased demand on recreational facilities; and

WHEREAS, schools and parks are a major focal point of this community; and

WHEREAS, the citizens will benefit by the additional access to publicly owned facilities; and

WHEREAS, cooperative use of facilities is a more efficient way of spending public funds; and

WHEREAS, there is a legislative mechanism allowing schools to open their doors to public recreation programs during those times when schools are not being used for school sponsored activities.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors Town Council and School Board, that the County Town and School Board support the establishment of a cooperative use agreement between the County Town and School Board to encourage maximum use of school facilities and public parks on the part of the citizens of Isle of Wight County and the Town of Windsor.

13. 12. EXECUTION

The foregoing agreement was duly adopted, accepted and approved by the Board of Supervisors Town Council and School Board at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024 by the Board of Supervisors of Isle of Wight County Town Council of Windsor and on the \_\_\_\_ day of \_\_\_\_\_, 2024 by the School Board of Isle of Wight County and their respective chairman authorized to execute this agreement.

SCHOOL BOARD OF ISLE OF WIGHT COUNTY

by: \_\_\_\_\_  
Jason P. Maresh, Chairman

\_\_\_\_\_  
date

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Pakapon Phinyowattanachip  
Counsel to School Board

BOARD OF SUPERVISORS OF ISLE OF WIGHT  
COUNTY TOWN COUNCIL OF WINDSOR

by: \_\_\_\_\_

Joel C. Aree, Chairman  
George L. Stubbs, Mayor

\_\_\_\_\_  
date

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Robert W. Jones, Jr., County Attorney  
Fred D. Taylor, Town Attorney