



**Work Session Meeting Agenda  
Town of Orange Community Meeting Room – 235 Warren Street  
Monday, November 6, 2023**

**5:00 p.m. - Dinner**

**5:30 p.m.**

**1. Call to order by Mayor Roby.**

**2. Roll Call – Town Council:**

Mayor Martha B. Roby  
Vice-Mayor Frederick W. Sherman, Jr.  
Councilmember Jason R. Cashell

Councilmember Jeremiah V. Pent  
Councilmember Donna Waugh-Robinson

**3. Adoption of Agenda.**

**4. Continued discussion of Economic Development Manager’s Position.**

**5. Continued discussion of ODA Contract and Status.**

**6. Town Council Adjournment.**



**Town of Orange  
Town Manager's Office**

119 Belleview Avenue, Orange Virginia 22960 - 1401  
Phone: (540) 672-5005 Fax: (540) 672-4435  
Email - townmanager@townoforangeva.org

**MEMORANDUM**

**TO:** Council Members  
**FROM:** Greg Woods, Town Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Economic Development Manager

This topic has been added to the agenda for a continued discussion of the proposed hiring for the position. This position would be utilized to implement the economic development vision for the Town. It would used to assist in grant applications and be utilized as the liaison to the IDA. I would expect this position would also attend the EDA meetings and keep the Town aware of the what information that could be shared from the County.

Thanks,

Greg



**Town of Orange  
Town Manager's Office**

119 Belleview Avenue, Orange Virginia 22960 - 1401  
Phone: (540) 672-5005 Fax: (540) 672-4435  
Email - townmanager@townoforangeva.org

**MEMORANDUM**

**TO:** Council Members  
*[Signature]*  
**FROM:** Greg Woods, Town Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Orange Downtown Alliance

This topic has been added to the agenda for a discussion on the funding for ODA and compliance with the contract. It is for discussing the Main Street Program and expectation of the Organization.

Thanks,

Greg

***"A Main Street Community"  
&  
"A Designated Enterprise Zone"***

Agreement  
between  
The Town of Orange, Virginia  
and  
The Orange Downtown Alliance

This agreement, effective the latest date of signature below, is made and entered into by and between the Town of Orange, Virginia (Town), a Virginia Municipal Corporation and the Orange Downtown Alliance (ODA), a nonprofit corporation (collectively, the “Parties”).

WHEREAS Main Street America (MSA) is the nationally-recognized downtown revitalization program anchored by the National Main Street Center’s Four Point Approach; and

WHEREAS, the Town of Orange is a designated Virginia Main Street Community, and a Nationally Accredited Main Street Community; and

WHEREAS the Town has established a Main Street District; and

WHEREAS the Main Street Program requires the maintenance of a public-private partnership between the Town and a private, non-profit organization in support of the Town’s Main Street District; and

WHEREAS ODA is a private, non-profit 501(c)(3) corporation, located within the Main Street District and participates as a Virginia Main Street Designated Community Organization.

NOW THEREFORE, the parties agree as follows:

The ODA shall:

1. Operate according to the terms of the current Virginia Main Street Biennial Memorandum of Understanding Designated Community (MOU). Said MOU shall be attached to and become part of this Agreement as APPENDIX A, and shall be updated each time a new MOU is executed.
2. Maintain Accreditation as a National Mainstreet Community and provide Program Management.
  - a. Maintain Main Street certification and utilize MSA’s project format and process and provide to the Town documentation of said certification.
3. Provide a quarterly written report to the Town Manager on the activities of the ODA, including financials, due on or before the 2<sup>nd</sup> Monday of October, January, April and July.
  - a. Develop and/or maintain the systems necessary to track and report as required by the Main Street Organization and or the Department of Housing and Community Development (DHCD). The ODA agrees to incorporate such data into its quarterly reports made to the Town Manager.
  - b. Participate in an annual review, attended by the Executive Director and members of its Board of Directors, with the Town Manager and members of the Town Council. Said review meetings will discuss the ongoing relationship between the

Parties, the ODA work plan, and other topics of interest to both parties. Additional review sessions may be called quarterly on request of the Town Council.

- c. Provide the Town Manager a list of all members of its Board of Directors a list of all Committee Chairs and a copy of its current Bylaws on or before June 30<sup>th</sup> of each year and shall update said documents, in writing, within thirty (30) days of any change thereto.
4. Conduct all operations in compliance with all statutes, ordinances, procedures and policies of the Commonwealth of Virginia and the Town of Orange. This conduct shall include the referral of any decisions or operations under the authority of the Town to the Town Manager or their designee. The ODA agrees to neither plan nor make any use of Town property or resources, including Town staff, without the prior, written approval of the Town Manager or their designee.
5. Meet with the Town Manager or their designee in order to develop such best practices guidance documentation as necessary to provide guidance to the ODA.
6. Designate a member of its board to act as liaison (“ODA Liaison:”) to the Town Manager or any designee assigned by the Town Manager with respect to the work to be performed under this Agreement.
7. Design and enact a campaign to recruit, coordinate, manage and maintain a corps of volunteers to assist in the work of the ODA with a goal of increasing the volunteer corps of the ODA by twenty-five percent (25%). A copy of the annual volunteer report prepared and submitted to the Department of Housing and Community Development shall be submitted to the Town Manager along with quarterly progress reports to be included in that submitted to the Town Manager, and/or any updates to said report which may be prepared or presented to any other organization or agency.
8. Design and enact a campaign to increase sponsorships of the ODA from businesses located within the Main Street District. Said campaign shall increase the number of sponsoring businesses within the Main Street District by twenty (20).
9. Produce two (2) events designed to promote the Main Street District and support tourism and small business development.
  - a. Upon the request of the ODA, these events shall be the Halloween Walk Through Main Street event and the Holiday Village event.
    - i. Said events shall be designed to maximize foot traffic to the perimeters of the Main Street District, with a focus on the area between Short Street and Taylor Park.
    - ii. The ODA shall prepare and submit to the Town Manager a written plan and budget in advance of each event and provide a report after the event, which shall include sales and attendance numbers and vendor contact information.
    - iii. The ODA shall confer with the Town Manager or their designee regarding any promotion of said events. Said promotion(s) shall identify the Town of Orange as a sponsor of these two events.

### The Town Shall:

1. Designate the Town Manager, or any designee assigned by the Town Manager, to act as its representative with respect to all work to be performed under this Agreement.
2. Not interfere with the ODA, as an independent non-profit organization with its own governing body, in its pursuit of other interests not in conflict with those listed herein and which preserve the goals of that organization.
3. Cooperate with the ODA liaison in order to develop such best practices guidance documentation as necessary to provide guidance to the ODA.

### Promotional Materials

ODA shall not conduct any marketing or branding which includes the Town without obtaining written authorization for said marketing or branding, for any promotions, branding and design which market the Town (including but not limited to campaign themes, materials and designs, written or electronic) from the Town Manager or their designee prior to production or release. The Parties understand that this agreement is not intended to exclude Town branding from such marketing or branding efforts, but instead to promote cooperative messaging from the Parties.

### Matching Funds

As part of this agreement, where the ODA works with appropriate public agencies at local, state and federal levels to obtain necessary funding and leverages its 501(c)(3) status to receive grant awards and programs for projects within the Main Street District, and on such occasion that said grant awards and funding requires matching cash funding, the Town will provide matching funds in an amount up to \$5,000.00 per instance up to a total amount of \$10,000.00 per year.

Any request for matching funds shall be made to the Town Manager in advance of any grant applications to which said funds would be applied. All supporting documentation of such grant must be provided at the time of the request to the Town Manager. Said funds will be released upon the award of the applied-for grant, the approval of the Town Manager and the receipt of any reports or other supporting documentation regarding each grant awarded.

### Conduct

The parties covenant and agree each to the other that the conduct of each under this agreement, and the interpretation and enforcement of the provisions hereof, shall be characterized by good faith and fair dealings to ensure that the objectives of each party as set forth in this agreement and the attachments hereto may be achieved.

### Best Practices

The parties acknowledge that certain actions undertaken under this agreement need to meet certain best practices criteria. As such, they agree, as indicated in paragraph (5) above, that it will be beneficial to develop certain memoranda as guidance. The Parties further acknowledge that while said memoranda cannot be fully inclusive by their very nature, and that such documentation shall not limit the definition of best practice, they shall endeavor to promote communication that will support the covenant of conduct and intent inherent to this agreement.

### Time of Performance

The term of this agreement shall be from July 1, 2023 to June 30, 2024.

### Compensation

The Town shall pay to the ODA a total of **\$70,000.00 per year** as compensation for the services provided under this agreement, which payment shall constitute full and complete compensation for such services as completed.

\$40,000.00 shall be provided for the achievement and maintenance of accreditation with the Main Street Program and administrative updates as indicated herein.

\$10,000.00 shall be provided for the production of the Halloween Walk through Main Street and Holiday Village events.

\$20,000.00 shall be provided for the design and enactment of the campaigns to develop and maintain a volunteer workforce and to increase sponsorship of the ODA by businesses located within the Main Street District.

The compensation will be provided at the rate of \$17,500.00 at the end of the first quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the second quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the third quarter of the term of this agreement, provided that the ODA has initiated the campaigns to expand its cadre of volunteers and the sponsorships provided herein. If said campaigns are not initiated, the compensation will be provided at the rate of \$10,000.00 at the end of the third quarter of the term of this agreement.

The compensation will be provided at the rate of \$17,500.00 at the end of the fourth quarter of the term of this agreement, provided that the ODA has met the goals set herein for the campaigns to expand its cadre of volunteers and the sponsorships provided herein. If said campaigns are not initiated, the compensation will be provided at the rate of \$10,000.00 at the end of the fourth quarter of the term of this agreement.

### Audit and Evaluation

Inasmuch as the funds to be provided to the ODA by the Town are public funds, the ODA agrees that it shall maintain books of account in accordance with Generally Accepted Accounting Principles (GAAP), together with all necessary documentation to support all expenditures. The records of the ODA, including payroll accounts and other records of disbursements and receipts, and other records relating to the performance of the activities herein specified, shall be made available for inspection to the Town Manager or his designee or to any Certified Public Accountant acting on behalf of the Town, upon request of the Town, in order to ascertain performance of the

ODA under this Agreement. The ODA agrees to retain such records for not less than three (3) years.

#### Discrimination

In carrying the services under this Agreement, the ODA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, gender identity or disability. The ODA shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without to their race, color, religion, sex, age, national origin, sexual orientation, gender identity or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship,

The ODA agrees and will undertake whatever affirmative measures are necessary so that no person shall be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activities funded in whole or in part with any of the funds made available to the ODA under the terms of this Agreement because of race, creed, color, religion, national origin, sex, age, degree of handicap, sexual orientation, gender identity or disability.

#### Termination of Agreement

If through any cause, the ODA shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ODA shall violate any of the covenants, agreements or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to the ODA of such failure, specifying the effective date thereof not less than thirty (30) days before dissolution.

Upon termination of this Agreement, the ODA shall return to the Town all unexpended funds and/or any funds utilized for purposes other than stated in this Agreement.

#### Assignability

The ODA shall not assign any interest in this Agreement without the prior written approval of the Town.

#### Severability

If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.



Force Majeure:

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, governmental actions and restrictions.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Insurance

At the time of execution of this Agreement by the ODA, the ODA shall provide to Town copies of the ODA's insurance certificates showing compliance with the insurance requirements of Insurance Schedule D, included as Appendix D.

Notice

Notices pursuant to this Agreement may be given by postage-prepaid first-class mail or hand-delivered to the following contacts.

For the Town

Town Manager  
Town of Orange, Virginia  
119 Belleview Avenue  
Orange, VA 22960

For the ODA

President  
Orange Downtown Alliance  
PO Box 283  
Orange, VA 22960

Jurisdiction

The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this agreement.

Appropriations

The obligations of the Town are contingent upon and subject to the appropriation of sufficient funds for the purpose of this agreement.

Enforceability

Failure of either Party to enforce any of the terms of this Agreement shall not be construed as a waiver of rights thereunder preventing the subsequent enforcement of such provisions or the recovery of damages for breach thereof.

Final and Entire Agreement

This agreement includes all of the terms of agreement between the Town of Orange, Virginia and the Orange Downtown Alliance and there are no other agreements, promises, inducements or understandings between the parties.

Town of Orange, Virginia

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Martha B. Roby, Mayor

Orange Downtown Alliance

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Cameron Hamilton, President

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

APPENDIX A  
Main Street MOU

**APPENDIX B**

**The ODA's General Liability Insurance Policy certifying the Town of Orange as an Additional Insured**

APPENDIX C

Map of the Main Street District

[Date]

APPENDIX D  
The ODA Work Plan