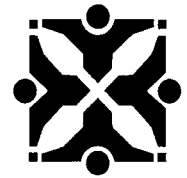


# City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B132-14

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: May 5, 2014

Re: Cooperative Agreement with the Curators of the University of Missouri on Behalf of Osher Lifelong Learning Program

## Documents Included With This Agenda Item

Council memo, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

## Executive Summary

The Parks & Recreation Department is requesting Council approval for the City to enter into a cooperative agreement with the Curators of the University of Missouri on behalf of the Osher Lifelong Learning Program (Osher). In 2009, Parks and Recreation Department began working with Osher to enhance/expand the OAK Tours program. Due to the success of the partnership and Osher needing facility space, they began offering their classes at Stephens Lake Activity Center (SLAC). Starting in January 2014, the P&R Department has relocated all SLAC programs/events to the Hillcrest Community Center (HCC) and Moss Building located at the Waters-Moss property on Old Highway 63. This agreement is for five years and will generate annual revenues of \$6,000-\$8,000 for the department.

## Discussion

A copy of the proposed agreement is attached for Council review. Key points included in agreement are:

1. Osher may offer six-eight week courses in the Fall and Spring, as well as four week courses during their Winter and Summer sessions. Osher may offer up to six courses per day; three in morning and three in afternoon.
2. Osher will provide staff to assist instructors with technical needs for the use of Osher equipment.
3. City will provide management and maintenance of buildings, including regular cleaning, janitorial supplies, front desk staff at HCC, and defined number of parking spaces for participants.
4. Osher will remit \$7.50 per student per course registration for semester members attending classes in the buildings on Waters-Moss property.
5. Osher will remit \$50 per annual membership to the Parks and Recreation Department as part of the fall billing cycle. Osher will provide a roster of annual members to the Parks and Recreation Department.
6. Both parties will promote each other's classes/programs in their respective catalogs and other advertisements when possible to include use of Osher and City Parks and Recreation logos, as well as website URLs.

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Fiscal Impact

**Short-Term Impact:** The proposed agreement will provide an estimated \$6,000-\$8,000 in annual revenue to the P&R Department, specifically the Recreation Services Enterprise Fund.

**Long-Term Impact:** This agreement is for 5 years which will generate approximately \$30,000-\$40,000.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Parks, Recreation and Greenways

Strategic Plan Impact: Customer Focused Government, Health, Safety and Wellbeing

Comprehensive Plan Impact: Not Applicable

## Suggested Council Action

Approve the ordinance authorizing the City Manager to enter into the attached agreement with the Curators of the University of Missouri.

## Legislative History

Cooperative agreement between the City of Columbia and the University of Missouri for utilization of City facilities for the Osher Lifelong Learning Program.

  
\_\_\_\_\_  
Department Approved

  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 132-14

**AN ORDINANCE**

authorizing a memorandum of agreement with The Curators of the University of Missouri, on behalf of Osher Lifelong Learning Program, for the use of the Hillcrest Community Center and Moss Building on the Waters-Moss property for Parks and Recreation Department activities; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a memorandum of agreement with The Curators of the University of Missouri, on behalf of Osher Lifelong Learning Program, for the use of the Hillcrest Community Center and Moss Building on the Waters-Moss property for Parks and Recreation Department activities. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**Memorandum of Agreement  
Between  
The Curators of the University of Missouri  
And City of Columbia Parks and Recreation**

This Memorandum of Understanding is entered into between The Curators of the University of Missouri, on behalf of Osher Lifelong Learning Program (“Osher”) and the City of Columbia Parks and Recreation (“City”).

WHEREAS, City’s Parks & Recreation Department currently houses the 50+ Program at the Hillcrest Community Center (HCC) and;

WHEREAS, Osher and City have successfully partnered in the past to combine OAK Tours outings in conjunction with Osher courses, and most recently to offer Osher courses at Stephens Lake Activity Center (SLAC) and HCC; and

WHEREAS, the 50+ Program has relocated to the Waters-Moss property in January 2014 with intent that Osher continues providing courses on site in conjunction with City programming, it is necessary to revise the Memorandum of Understanding date March 1, 2010 that stipulates the terms of the partnership.

NOW, THEREFORE, the parties agree as follows:

Parks & Recreation Facility Use by Osher defined.

1. Osher may offer courses for the fall and spring in approximately six-to-eight-week semesters and each winter and summer in four-week semesters at the Hillcrest Community Center and Moss building on the Waters-Moss property. The majority of classes will be held Monday – Friday. Osher may negotiate times outside of normal Parks & Recreation hours based on classroom availability. Osher may offer courses as needed at other sites when Parks & Recreation cannot accommodate them due to scheduling and space limitations.
2. Course offerings by Osher may be as many as six per day with three in the morning and three in the afternoon dependent of classroom space availability.
3. Osher will provide staff and/or volunteers to man the lobby desk in the Moss Building during class time and assist and direct instructors and students until classes are over.
4. Osher will provide staff to assist instructors with technical needs for the use of Osher equipment.
5. Osher may provide coffee service and associated supplies for its instructors, students, and volunteers in the Moss Building and by portable carafe as needed for Osher classes in the Hillcrest Community Center. Coffee, food, and supplies provided by Osher are for use by Osher participants. (Note: All food and drink shall remain in the classroom at HCC to control access to food and drink to only Osher participants.)
6. City will provide management and maintenance of buildings, including regular cleaning, janitorial supplies, front desk staff at HCC, and a defined number of parking spaces for participants. Class scheduling must take into account parking space limitations.



1400884A

CITY OF COL PARKS &amp; REC

MOA

7. Osher will secure and maintain a copier in the Moss Building for Osher use only. Copier service will be provided for normal print jobs by City at a per copy charge only in the Hillcrest Community Center. Large print jobs shall be outsourced. City building renters will not have access to Osher's copier.

a. Osher will maintain the space and equipment used in a neat and tidy manner.

Tables, chairs, kitchen counters, and sinks will be clean and clear of items. Trash will be taken to dumpster when appropriate and trash bags replaced.

b. Floors will be swept and/or dust mopped. Spills will be cleaned up immediately. Building will be clean for classes held in the evening.

8. City will provide 5 keys and alarm codes to Osher staff. Keys will be checked out to individuals and returned if they are no longer employed by Osher.

9. Osher will secure the Moss Building (lock doors, set alarm) when their classes end after the close of Parks & Recreation activities. If Parks & Recreation activities are ongoing after Osher classes end for the afternoon, Parks & Recreation staff is responsible for securing the building.

#### Fees and Registration

1. Osher may charge its regular fee for courses and will be responsible for registering all students.

2. Osher will provide registration documentation for billing purposes.

3. Osher will take class/meeting attendance and submit to City's Parks & Recreation Department staff by the end of each month.

4. City's Parks & Recreation Department will render billing based on registrations for payment at the end of each course session.

a. Osher will remit \$7.50 per student per course registration for semester members attending classes at the buildings at Waters-Moss property.

b. Osher will remit a flat rate of \$50 per year with the fall 2013 semester billing.

c. Osher will provide a roster of annual members to Parks & Recreation.

d. Osher will assist with purchase of janitorial supplies at a rate of \$300 per year in addition to the course registration fee rendered to Parks & Recreation.

5. Osher staff will coordinate classroom set-up and take-down for classrooms used, including tables, chairs, and classroom equipment. Parks & Recreation staff will assist when available. All equipment will be stored or moved to prepare room for next scheduled program.

Scheduling

1. Parks & Recreation will provide availability to Osher. Osher will propose class time schedule and room assignments to Parks & Recreation for approval prior to printing of Osher program with enough time to make changes if needed.
2. Osher will offer classes in other venues as needed with no payment due the City for any offsite offerings.
3. Osher may offer Brown Bag Seminars and Friday films as appropriate.

Technology

1. Osher will equip two classrooms in the Moss Building and the computer lab in the Hillcrest Community Center with the necessary technology to deliver its courses. This technology will also be available for use by City at no charge.

Technology initially will include a Smart Board, a computer, an LCD projector, a document reader, and microphones in the classrooms specified above.

Osher may install additional technology in its designated classrooms as needed to facilitate class delivery. Removal of equipment will be collaboratively agreed between City Parks & Recreation Department and Osher.

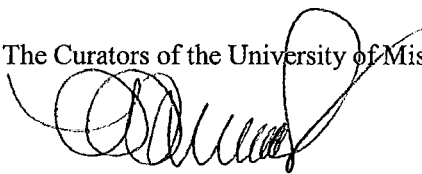
2. Osher retain ownership and maintenance of equipment installed in its three designated classrooms.
3. Osher will provide internet, IT support, and phone service for its programs and participants.
4. Osher will provide passwords and instructions for use of equipment to Parks & Recreation staff.
5. Parks & Recreation will equip and maintain one classroom in the Hillcrest Building with the necessary technology for class delivery. This technology will also be available for use by Osher at no charge.

Promotion

1. Both parties will promote each other's classes/programs in their respective catalogs and other advertisements when possible to include use of Osher and City Parks & Recreation logos and website URLs.
2. City will sign the entrance to the Waters-Moss property with a park sign indicating the Waters-Moss Memorial Wildlife Park. Signage will also be placed at the road for Hillcrest Community Center and Moss Building. Additional signage will be placed at the top of the hill direct participants to buildings.

This agreement will become effective at signing. Either party can terminate this agreement with six months' notice.

The Curators of the University of Missouri



Lisa J. Wimmenauer  
Assoc. Director, Business Services

Date

3/25/14

**APPROVED  
AS TO  
LEGAL FORM**  
3/26/14 [Signature]

BUSINESS SERVICES  
MU [Signature] 3/19/14

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor