

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 152-15

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: 6/1/2015

Re: Agreement with University of Missouri for use of Hillcrest Community Center and Moss Building for Osher Lifelong Learning Program

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

The Parks and 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). A similar agreement between both parties was executed in 2014. The proposed agreement adjusts the fee structure from a per student/per class fee to a flat annual fee per registrant. The annual fee per registrant will also include membership in the Parks and Recreation 50+ Program. The rest of the terms of the agreement remain similar to the 2014 agreement.

Discussion

In 2009, Parks and Recreation Department began working with Osher to enhance/expand the Older American Klub (OAK) Tours outings. Due to the success of the partnership and Osher needing facility space, both parties entered into an agreement in 2010 for Osher to begin offering their classes at Stephens Lake Activity Center (SLAC). In January 2014, the P&R Department relocated all SLAC programs/events to the Hillcrest Community Center (HCC) and the Moss Building located at the Waters-Moss property on Old Highway 63. Both parties entered into a new agreement in 2014 for Osher to conduct classes at the Waters-Moss location.

After discussions between Parks and Recreation staff and Osher staff, it was mutually decided that changing the fee structure from a per student/per class fee to a flat annual fee per registrant would make the program easier to administrate. The annual fee will also include membership in the Parks and Recreation 50+ Program. Staff anticipates that the amount of fees generated from the new fee structure will be equal or above those collected under the previous fee structure.

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

1. Osher may offer six eight-week courses in the fall and spring, as well as four-week courses during the winter and summer sessions. Osher may offer up to six courses per day; three in the morning and three in the afternoon.

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2. Osher will provide staff to assist instructors with technical needs for the use of Osher equipment.
3. Osher will remit to the City an annual fee of \$25 per member/student. Osher will provide a member roster and the City will generate an invoice from the roster. Rosters of new members will be provided at the end of each semester for billing.
4. The 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. Osher will assist with purchase of janitorial supplies at a rate of \$300 per year in addition to the membership fee rendered to Parks & Recreation.
5. 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 and website URLs.

Fiscal Impact

Short-Term Impact:

The proposed agreement will provide an estimated \$9,000-\$10,000 in annual revenue to the P&R Department which will be deposited in the Recreation Services Enterprise Fund.

Long-Term Impact:

Based on the positive history of the partnership, the P&R Department could receive an estimated \$50,000 in revenue over the next five years.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Parks, Recreation and Greenways

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

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Approve the legislation authorizing the City Manager to enter into an agreement with The Curators of the University of Missouri.

Legislative History

Ord. 22073; Authorizing a memorandum of agreement with The Curators of the University of Missouri, on behalf of University of Missouri Extension Osher Lifelong Learning Program, for the use of Hillcrest Community Center and Moss Building on the Waters-Moss property for Parks and Recreation Department activities (May 19, 2014)

<http://www.gocolumbiamo.com/Council/Commissions/downloadfile.php?id=13705>

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Ord. 20573; Authorizing the City Manager to execute a memorandum of understanding with The Curators of the University of Missouri, on behalf of Osher Lifelong Learning Program, for the use of the Stephens Lake Activity Center (March 1, 2010)

http://gocolumbiamo.granicus.com/Viewer.php?view_id=2&clip_id=187&meta_id=12998

 5/22/15

Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 152-15

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 _____, 2015.

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, Missouri**

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, Missouri, on behalf of its Parks and Recreation Department (“City”).

WHEREAS, City’s Parks and 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 offer Osher courses at Stephens Lake Activity Center (SLAC) and HCC; and

WHEREAS, the 50+ Programs and the Osher program relocated to the Waters-Moss property in January 2014, and now the fees received from Osher for the use of the facilities are proposed to be adjusted from a per student/per class to a flat annual fee per registrant, it is necessary to revise the Memorandum of Understanding date March 1, 2014 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 to be scheduled in cooperation with City Parks and Recreation’s use of facilities and by coordination with staff and dependent of classroom and parking space availability. Currently, classes are scheduled in 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 and Recreation hours based on classroom availability. Osher may offer courses as needed at other sites when Parks and Recreation cannot accommodate them due to scheduling and space limitations.

2. 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.

3. Osher will provide staff to assist instructors with technical needs for the use of Osher equipment.

4. 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.)

5. 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.

6. 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.

7. City will provide 3 keys and alarm codes to Osher staff. Keys will be checked out to individuals and returned if they are no longer employed by Osher.

8. Osher will secure the Moss Building (lock doors, set alarm) when their classes end after the close of Parks and Recreation activities. If Parks and Recreation activities are ongoing after Osher classes end for the afternoon, Parks and 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 and Recreation Department staff by the end of each month.

4. City's Parks and Recreation Department will render billing based on Osher fee collected, per new registrant during the academic year, at the end of each course session.

a. Osher will remit to the City, \$25 per member/student annually. Osher will provide a member roster and City will generate an invoice from roster. Rosters of new members will be provided at the end of each semester for billing.

b. The \$25 fee will include membership in the Parks and Recreation 50+ Program.

c. Osher will assist with purchase of janitorial supplies at a rate of \$300 per year in addition to the membership fee rendered to Parks and Recreation.

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

Scheduling

1. Parks and Recreation will provide availability to Osher. Osher will propose class schedule and room assignments to Parks and 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 and Recreation Department and Osher.

2. Osher retains 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 and Recreation staff.

5. Parks and 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 and Recreation logos and website URLs.

This agreement will become effective at signing. Either party can terminate this agreement with six (6) months' written notice.

[SIGNATURES ON THE FOLLOWING PAGE]

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

**THE CURATORS OF THE UNIVERSITY OF
MISSOURI**

By: _____

Date: _____