

**Northwest Missouri State University
Board of Regents**

Date of Meeting: July 30, 2009

Cabinet Member:

Doug Dunham

Agenda Item:

Approval of MOU between the City of
Maryville and Northwest Missouri State
University: Experiential learning

Background:

Northwest's Department of Health, Physical Education, Recreation, and Dance (HPERD) serves over undergraduate 300 majors, 55 graduate students, and 200 minors. HPERD has a long tradition of providing experiential learning opportunities for its students through unique partnerships with businesses, various organizations, and governments. Each year HPERD provides experiential learning opportunities for an average of 210 students. For example, this summer, there are 69 Recreation students participating in such an experience in 12 different states: 3 in Oregon, 5 in New Hampshire, 2 Florida, 2 Colorado, 8 Iowa, 6 Nebraska, 20+ Missouri. In past years, HPERD has placed students in all 50 states and in 12 countries.

HPERD students currently provide administrative assistance in the operation of the Mazingo Outdoor Education and Recreation Area (MOERA). MOERA includes a renovated modular classroom building, a large challenge course & teambuilding area, a shooting sports area, a boating and fishing area, and an environmental education area. HPERD has the opportunity to create additional experiential learning opportunities for its students by entering into Memorandum of Understanding with the City of Maryville. The MOU recognizes the importance of both classroom education and experiential education in preparing HPERD's students for careers in parks, recreation, and tourism, and it provides for the leasing of the Visitor's Center to be "operated and coordinated by University students who would act as a board and learning to make administrative decisions under the guidance and direction of the HPERD department chair and the recreation curriculum degree program faculty."

Under the terms of the MOU, the HPERD department would be obligated to pay utilities and to provide a certificate of liability insurance in the amount of \$1,000,000; Dr. Robertson estimates this project would cost approximately \$10,000, which would be paid for through fees charged at the Visitor's Center and through other fees generated by other department programs (e.g., Adventure Camp). Either party can withdraw from the agreement with 30 days notice.

Issue:

I recommend the Board's approval of this agreement between HPERD and the City of Maryville.

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF MARYVILLE, MISSOURI
AND
NORTHWEST MISSOURI STATE UNIVERSITY
HEALTH PHYSICAL EDUCATION
RECREATION AND DANCE (HPERD)**

This agreement is entered into between the City of Maryville, Missouri (hereafter "CITY"), and Northwest Missouri State University (hereafter "NORTHWEST"), located in Maryville, Missouri, for the purposes indicated herein.

WHEREAS the CITY during the early 1990's initiated a project to develop Lake Mozingo for the purpose of providing long term affordable, abundant, high quality water supply for the citizens and surrounding area, the entire municipally-owned facility known as "Mozingo Recreation Area"; and

WHEREAS this project resulted in a large area of property acquisition for reasons related to mitigation acreage requirements, prevention of property damage in the instance of flooding, and the vision of recreation area development; and

WHEREAS the purchasing of property by the CITY resulted in the acquisition of a single family residence which currently exists known by the physical address of 32153 U.S. Highway 136, hereinafter, "Visitor's Center"; and

WHEREAS NORTHWEST'S HPERD Department's core function is to prepare students for careers in parks, recreation, and tourism, achieved through a combination of classroom education and experiential education; and

WHEREAS NORTHWEST currently operates and maintains approximately 315 acres at Mozingo Lake more commonly referred to as Mozingo Outdoor Education and Recreation Area (MOERA); and

WHEREAS both the CITY and NORTHWEST understand, recognize, and desire for the continued improvement and development of Mozingo Lake and the surrounding area to facilitate outdoor opportunities including recreation, education, and youth development; and

WHEREAS the CITY and NORTHWEST desire to work together in partnership by utilizing this property in the following manner;

NOW THEREFORE both the CITY and NORTHWEST agree to do so under the following terms and conditions:

1. The CITY shall lease to NORTHWEST the Visitor's Center for the mission of a facility for visitors and an epicenter beginning certain activities. The facility would be operated and coordinated by University students who would act as a board and learning to make administrative decisions under the guidance and direction of the HPERD department chair and the recreation curriculum degree program faculty. Any programming, hours of operations, signage, promotion and/or other decisions which affect the overall operation of the Visitor's Center shall have the written approval of the Points of Contact listed below.
2. Both the CITY and NORTHWEST recognize any major changes to the grounds or facility shall require City Manager and/or City Council approval and support from Dr. Terry Robertson, Chairman for HPERD.
3. The CITY shall be responsible for the following initial components of the building to making it functional:
 - a. CITY shall inspect the furnace and make repairs or replacements as necessary associated with the heating and or cooling systems.
 - b. CITY shall address any and all mold existing in the facility.
 - c. CITY shall address any plumbing and or electrical issues necessary to the functionality of the house.
 - d. All locks shall need to be re-keyed by the CITY.
 - e. Repairs as necessary to the interior structure of the property.
 - f. Install an accessible front entrance.

4. The CITY may in the future be responsible for the following initial improvements to the structure:
 - a. To pull up the carpet, exposing the existing hardwood floors underneath.
 - b. Removal of the first bathroom as you enter the facility and establish first bedroom as an office/reception area (Provided this can be performed while still being structurally sound, i.e. non-load bearing wall) in conjunction with a timeline established jointly between Dr. Robertson and City officials.
 - c. Install an accessible front entrance (install a ramp to door, or replace front steps with ramp following ADA guidelines, appropriate door handle and or doorbell).
5. NORTHWEST shall be responsible for the following components at the facility:
 10. NORTHWEST University Students shall invest sweat equity into the program for cosmetic work including painting, and other non-structural improvements.
 11. NORTHWEST shall be responsible for any and all utility payments associated with the use of the house.
 12. NORTHWEST shall be responsible for the proper opening and closing (and winterizing) of the Visitor's Center each year.
 13. NORTHWEST shall be responsible for the proper cleaning of the Visitor's Center.
6. NORTHWEST shall have the ability to initiate and/or perform the following listed activities at the Visitor's Center:
 - a. Biking expeditions/rental
 - b. Hiking expeditions/rental
 - c. Kayaking/rental
 - d. Canoeing/rental
 - e. Fishing Excursions
 - f. General Information
 - g. Other activities, special events, courses, workshops, as well as the initiation of MOERA functions may also take place at the Visitor's Center upon written agreement between the Points of Contact listed below.

NORTHWEST may coordinate activities (including expeditions and rentals) which will take place at other locations in Mazingo Recreation Area and shall be solely responsible for all activities and programs coordinated and/or originating from the Visitor's Center, as described in the liability provisions of this MOU.

All activities initiated or performed by Northwest shall be done in compliance with all applicable local, state and federal laws and regulations, and in compliance with all industry standards for the activity sponsored.

7. NORTHWEST shall be responsible for the following services on behalf of the CITY:

Marketing and Outreach of Mazingo Lake and the recreational opportunities it offers, pursuant to written approval of the Points of Contact listed below.
8. NORTHWEST shall provide annually a certificate of liability insurance to the CITY in the amount of \$ 1,000,000. The policy shall also cover medical injuries and fire incident coverage.
9. NORTHWEST employees, associates, students, agents and/or interns shall be covered under NORTHWEST's workers compensation insurance to the limits established by State Statutes.
10. NORTHWEST waives all claims against CITY for damages to property or for injuries to persons on or about Mazingo Recreation Area from any cause arising at any time while such property or persons are participating in any activity initiated, performed, sponsored or supervised by Northwest, its agents, employees, students, associates, and/or interns, except for claims arising from the gross negligence or willful misconduct of the CITY and its employees, agents, and contractors.

11. NORTHWEST will indemnify CITY on account of any damage or injury to any person or property, arising from the use of the Mozingo Recreation Area by NORTHWEST, its agents, employees, students, associates, and/or interns or arising from the failure of NORTHWEST to keep the Visitor's Center or Mozingo Recreation Area in good condition as provided in this MOU.
12. NORTHWEST agrees to pay for all damage to the Visitor's Center or Mozingo Recreation Area, as well as all damage or injury suffered by visitors, guests, invitees and/or participants in any activity sponsored by Northwest caused by the negligence of NORTHWEST, its agents, employees, students associates, and/or interns.
13. CITY employees, associates, and/or interns shall be covered under the CITY's workers compensation insurance.
14. This Agreement shall continue indefinitely between the CITY and NORTHWEST, but may be terminated by either organization upon giving thirty days written notice of the termination to the contacts listed below. Notification by email, facsimile, or USPS will satisfy the written notice requirement.
15. This Agreement may be modified in the future as conditions may require. Any such modifications will be made only after they are concurred in by both the CITY and NORTHWEST and are memorialized as an amendment to this Agreement.
16. The respective points of contact for the parties are as follows:

FOR NORTHWEST

Dr. Terrance Robertson
HEPRD, Chairman
Northwest Missouri State University
LAC 135
Maryville, MO 64468-6001
 Office phone: (660) 562-1781
 E-mail: DOC_TR@nwmissouri.edu

FOR CITY

Mr. Matthew S. LeCerf
City Manager
City of Maryville
415 N. Market
Maryville, MO 64468
 Office phone: (660) 562-3271
 E-mail: mlecerf@maryville.org

17. This agreement is effective the day of the last signature entered below.

FOR NORTHWEST MISSOURI STATE
 UNIVERSITY

FOR THE CITY OF MARYVILLE

 Signature Date

 Signature Date

 Printed name

 Printed name

Title: _____

Title: _____