



**CITY OF UNIVERSITY CITY
REGULAR MEETING OF THE COMMISSION ON SENIOR ISSUES
VIA VIDEOCONFERENCE
Monday, July 20, 2020 – 6:00 PM**

**IMPROTANT NOTICE REGARDING
PUBLIC ACCESS TO THE COMMISSION ON SENIOR ISSUES MEETING & PARTICIPATION**

Commission on Senior Issues will Meet Electronically on July 20, 2020

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the current order restricting gatherings of more than 10 people and the ongoing efforts to limit the spread of the COVID-19 virus, the July 20, 2020 meeting will be conducted via videoconference.

Observe and/or Listen to the Meeting (your options to join the meeting are below):

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81796983217?pwd=U2lyN2FKWFNWMW0ramh1Ry94NTFXdz09>

Password: 530264

Or iPhone one-tap :

US: +19292056099,,81796983217#,,,,0#,,530264# or +13017158592,,81796983217#,,,,0#,,530264#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 817 9698 3217

Password: 530264

International numbers available: <https://us02web.zoom.us/j/81796983217?pwd=U2lyN2FKWFNWMW0ramh1Ry94NTFXdz09>

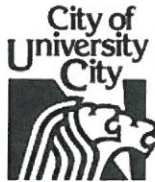
Citizen Participation

Those who wish to provide a comment during the “Public Comments” portion as indicated on the Commission on Senior Issues agenda: may provide written comments to the Deputy Director of Recreation ahead of the meeting.

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting**. Comments may be sent via email to: letaylor@ucitymo.org or mailed to the City Hall – 6801 Delmar Blvd. – Attention Lynda Euell-Taylor, Deputy Director/Recreation. Such comments will be provided to the Commission on Senior Issues prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided**. Please also note if your comment is on an agenda or non-agenda item, and if a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents board/commission members and elected officials during these challenging times.



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- Call to Order / Roll Call
- Approval of Minutes
- Citizens' comments: General comments may be made prior to agenda beginning. Citizens must make written request to speak on specific agenda items as items are addressed (Note: Comments are limited to 3 minutes).
- Senior Program Partnership Agreement – vote to recommend required
- County Older Adult Commission Report
- Staff Liaison Report
- Council Liaison Report
- New Business
- Old Business
 - Continued brainstorming discussion on How to Let Resident Know About the Senior Commission
- Other Updates/Topics of Concern
- Public/Citizen Participation (comments limited to 3 minutes)
- Closing Comments
- Adjournment

THIS MEETING IS OPEN TO THE PUBLIC

Enclosure: Draft of Minutes – February 18, 2020; Senior Program Partnership Agreement between City of University City and Aging Ahead; Commission Member Roster as of 7.13.20

If you are unable to attend,
please contact Staff Liaison, Lynda Euell-Taylor
314.505.8525 or 314.505.8625
or email: letaylor@ucitymo.org



CITY OF UNIVERSITY CITY
REGULAR MEETING OF THE COMMISSION ON SENIOR ISSUES
Tuesday, February 18, 2020
Heman Park Community Center, 975 Pennsylvania . 6:00 pm

Members Present:

Wayne Flesch, Sandra Hewitt, Gloria Nickerson, Elaine Henton, Diane Clark

Excused: Stacy Clay, Council Liaison

Also in attendance: Lynda Euell-Taylor, Staff Liaison,

The meeting was called to order at 6:05 pm by Wayne Flesch, President.

Minutes: Ms. Nickerson moved to accept the January minutes; Ms. Hewitt seconded. Minutes approved by acclamation.

Citizen Comments: none present

Arrival 6:14 pm: Karl Reid, Kathleen Straatmann

County Older Adult Commission Report: Mr. Flesch gave an overview of information on variety of senior topics discussed.

Staff Liaison Report: Ms. Euell-Taylor gave the monthly update of the "Golden Lions" Senior Program and promoted upcoming program events.

New Business: none

Old Business:

- o Location/Date Change for Commission Meetings – Ms. Nickerson moved to approve Senior Commission monthly meetings be moved to Centennial Commons beginning with the March 2020 meeting. Ms. Henton seconded. All approved.
- o Discussion on implanting quarterly vs. monthly Commission meetings – It was agreed by Commission members to revisit this topic at a later date.

Ms. Clark departs at 7:26 pm.

Other Updates/Topics of Concern: The East/West Metro Planning Agency will be coordinating a Transportation Services Plan in April (more details to follow).

Public/Citizen Participation: none

Closing Comments: none presented

Adjournment: The meeting was adjourned at 7:35 pm.

**CITY OF UNIVERSITY CITY
AND
AGING AHEAD**

SENIOR PROGRAM PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (hereinafter 'Agreement') entered into this ____ day of June 2020, between the City of University City, 6801 Delmar Boulevard, University City, Missouri 63130 (hereinafter the "City"), and Aging Ahead, 14535 Manchester Road, Manchester, Missouri 63011 (hereinafter "Aging Ahead") Jointly, the "Party" or 'Parties').

WHEREAS, the Parties wish to enter into an Agreement for the purposes of providing a Senior Citizen Program (hereinafter "Program") to qualified seniors age sixty (60) and above within the University City community.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the Parties to these present, in consideration of the compensation to be paid to the City, and of the mutual agreements herein contained, have agreed to thereby agree the City for itself, and its successors and assigns, or their executors and administrators, and Aging Ahead of itself, or themselves, its, their successors and assigns, or their executors and administrators, as follows:

ARTICLE I – The Contract Documents

The Contract Documents consist of the City - Aging Ahead Agreement, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE II – Aging Ahead

1. Aging Ahead, acting as an independent organization, shall furnish at their own expense, transportation and meal services to qualified seniors ages sixty (60) and above on Tuesday's and Thursday's (with the exception of City Holidays; last Thursday in April; and at times when the Community Center is needed as an emergency disaster relief center) to the Heman Park Community Center (the 'Community Center') located at 975 Pennsylvania, University City, Missouri. This Agreement is for the service delivery period of July 1, 2020 and June 30, 2021.
2. Aging Ahead is funded in part through the State of Missouri (hereinafter "State") and each party agrees that all Aging Ahead services will be provided in a manner so as to meet and/or exceed the minimum requirements of the State.

3. Aging Ahead agrees to provide existing tables, chairs, equipment and supplies for said Program.
4. Aging Ahead shall provide limited staff and/or volunteers to assist with case management, benefits enrollment and/or information and assistance as needed to City residents referred by the City. Aging Ahead staff will be available to attend Program on mutually agreed upon days to meet with City residents at the request of the City.
5. Aging Ahead represents and warrants that they are not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part of the Agreement.
6. Aging Ahead may not assign or in any manner transfer this Agreement.

ARTICLE III – City

1. City shall provide at a minimum one (1) side of the Community Center for said Program on Tuesday's and Thursday's (with the exception of City Holidays; last Thursday in April; and at times when the Community Center is needed as an emergency disaster relief center) from 9:00 am to 1:00 pm, for the period of July 1, 2020 through June 30, 2021.
2. City shall provide limited staff and/or volunteers in supervision of the Program during the said Program hours of 9:00 am to 1:00 pm.
3. City staff and/or volunteers shall provide the programming of activities for said Program.
4. City shall be responsible for the set-up, take down and storage of all tables, chairs, equipment and supplies for said Program.
5. City shall be responsible for all custodial/janitorial needs of the Community Center for said Program.
6. City shall provide for and pay for all utilities (i.e. water, electric, gas, sewer, trash) of the Community Center as part of said Program.
7. City represents and warrants that they are not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part of the Agreement.
8. City may not assign or in any manner transfer this Agreement.

ARTICLE IV – Insurance

It is understood that Aging Ahead shall obtain and maintain insurance as outlined below, covering the Activity/Activities associated with the Program. **Aging Ahead shall furnish proof of coverage not less than one (1) week prior to the scheduled Activity/Activities.**

All insurance coverage's are to be written/placed by insurance carriers licensed and admitted to do business in the State of Missouri with an A:VII or better rating in accordance with the current Best Key Rating Guide, covering the Program under the Agreement, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without thirty (30) days advance written notice by certified mail, return receipt requested, to the City of University City Parks, Recreation and Forestry Department .

Aging Ahead shall not commence Program under the Agreement until all applicable insurance requirements and limits specified have been approved by the City. Aging Ahead shall, during the term of this Agreement, at its own expense, shall procure and maintain insurance as follows:

- **Comprehensive Commercial General Liability Insurance (Primary and Umbrella)** - Insurance shall be on an occurrence basis with limits not less than \$1,000,000 single limit per occurrence and \$3,000,000 in the aggregated for bodily injury, personal injury and property damage.
- **Comprehensive Automobile Liability Insurance (Primary and Umbrella)** – Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 single limit per occurrence and \$3,000,000 in the aggregate for bodily injury, personal injury and property damage.
- **Workers Compensation Insurance** – Program involving the use of their employees and/or contracted employees will be required to provide Workers Compensation Insurance covering all employees, in accordance with the laws of the State of Missouri.

Aging Ahead shall provide the City with a “Certificate of Insurance” naming the City of University City as additional/coinsured on a primary, non-contributory basis and must be submitted for the Program location(s) and date(s) of all preparation for such Program occurring at the Community Center.

The City of University City shall also be provided an endorsement page.

- **Endorsement** must include reference to the Policy Number and the Insured as they appear on the Certificate.
- **Additional Covered Party:** Name of Person or Organization: City of University City, officers, agents, and employees of the City of University City, individually and collectively.
- **Primary Insurance:** The Endorsement must state that coverage afforded by this endorsement shall apply as Primary. Other insurance maintained by the City of University City shall be excess only and not contributing with the insurance provided under this policy.

Certificates of insurance shall be filled with the City prior to commencement of this Agreement and Aging Ahead shall submit, during the course of this Agreement, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.

ARTICLE V – Contract Communication

All notices, requests, demands, and other communications specifically required or authorized by this Agreement shall be written and shall be (a) delivered personally, (b) mailed by registered mail or certified mail, return receipt requested, postage prepaid, (c) sent by facsimile transmission, or (d) sent by e-mail. A Party may change its contact information by sending a notice to the other Party complying with these notice requirements.

All other communications, including telephone, regular mail, e-mail, and other informal communication methods, shall be effective only when the responsible officer, director, manager, or supervisor of the receiving Party has actual knowledge of the communication.

Aging Ahead contact information is as follows:

Aging Ahead
Attn: Lisa Knoll
CEO
14535 Manchester Road
Manchester, Missouri 63011
Telephone: 636-207-4232
E-mail: lknoll@agingahead.org

City contact information is as follows:

CITY OF UNIVERSITY CITY
Attn: Darren Dunkle
Director of Parks, Recreation and Forestry
6801 Delmar Boulevard
University City, Missouri 63130
Telephone: 314-862-6767
E-mail: ddunkle@ucitymo.gov

ARTICLE VI – Indemnification and Hold Harmless

No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Community Center by Aging Ahead, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement.

To the fullest extent permitted by law, Aging Ahead shall indemnify and hold harmless City, its officers, directors, agents, servants, and employees, consultants and subcontractors of each and any of them from liability for damages (including but not limited to any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage) to the use of the Community Center, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to cause injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by negligent or willful act or omission of Aging Ahead, contractors and subcontractors, anyone directly or indirectly employed by any of them, an individual or organization, or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its agents or employees, by an employee or volunteer of Aging Ahead, contractor, any subcontractor, anyone directly or indirectly employed by any of them, an individual or organization, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Aging Ahead, contractor or any subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts.

ARTICLE VII – Termination of Contract

1. In addition to any right to which it may be entitled by law, City may cancel this Agreement upon and after default by Aging Ahead in the performance of any of the terms and conditions herein required to be kept and performed by it, and its failure to remedy such breach for a period of thirty (30) days after receipt from City of written notice of the existence of such default. Additionally, City may cancel this Agreement in the event Aging Ahead loses its legal non-profit status, or ceases to deliver services, or loses their State funding. City may also cancel the Agreement for any reason by giving ninety (90) days' notice.
2. Aging Ahead may cancel this Agreement and terminate all of its obligations hereunder at any time subsequent to the commencement of the term upon the breach of City of, or its failure to perform any of the covenants or agreements herein contained and the failure of City to remedy such breach for a period of thirty (30) days after receipt of written notice from Aging Ahead of the existence of such breach, Aging Ahead may also cancel the Agreement for any reason by giving ninety (90) days' notice.

ARTICLE VIII – Applicable Laws

This Agreement is subject to and shall be construed in accordance with the laws of the State of Missouri, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in St. Louis County, Missouri.

ARTICLE IX – Miscellaneous

This Agreement constitutes the entire Agreement between the Parties with regard to its subject matter, supersedes all previous agreements on this subject matter, and may be modified only by written agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

Aging Ahead:

City of University City:

By: _____

By: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Roster - University City Commission on Senior Issues

Name	Board Position	Address	Phone	Email
Wayne Flesh	President	7236 Maryland	862.4490 (h)	wgflesch@sbcglobal.net
Gloria Nickerson	Vice President	7576 Blackberry	726.6634	gnultimate@sbcglobal.net
Diane Clark		939 Dalkeith, 63132	692.7746 (h) 602.0741 (c)	dsrj@sbcglobal.net
Sandra Hewitt		6913 Roberts	863.2512 (h) 757.4210 (c)	sandrahewitt586@yahoo.com
Karl Reid		1021 N. McKnight Rd., Apt 1K	868.3105 (h) 704.3336 (c)	karreidsr@yahoo.com
Deja Scott		7604 Fairham	475.4147 (c) 449.9420, opt. 3 (w)	deja@storgebhs.com
Kathy Straatmann		6855 Plymouth	369.1016 (h)	kathystraatmann@gmail.com
Stacy Clay	Council Liaison		323.4025	clayucity@gmail.com
Lynda Euell-Taylor	Staff Liaison	Centennial Commons 7210 Olive Blvd.	505.8525	letaylor@ucitymo.org