

RESOLUTION R-14-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH NORTHLAND NEIGHBORHOODS, INCORPORATED, IN THE AMOUNT OF \$20,030.00 FOR THE ORGANIZATION OF UP TO TWO MULTI-FAMILY NEIGHBORHOODS.

WHEREAS, the City Council desires the organization of multi-family neighborhoods and building the capacity of neighborhood leaders in the City of Gladstone; and

WHEREAS, the City Council desires to promote multi-family neighborhood organizations with the focus to develop leadership skills and empower residents to take an active role in the social and economic redevelopment of their community and participate in activities that promote civic pride through empowerment; and

WHEREAS, the City Council realizes that life-long communities must take steps to ensure the availability of quality, affordable and accessible housing and necessary services for all ages; and

WHEREAS, the City Council desires the creation of a resource and services guide for the residents of the City of Gladstone.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Northland Neighborhoods, Incorporated, for work outlined in the contract(s) for a total amount not to exceed \$20,030.00 for up to two Multi-Family Neighborhoods.


FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF APRIL 2014.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Gladstone



All-America City

2008

MEMORANDUM

To: Kirk L. Davis, City Manger
From: Alan D. Napoli, C.B.O.
Building Official
CC: Scott C. Wingerson, Assistant City Manager
Date: April 23, 2014
Re: Multi-Family Neighborhood Consulting Services

January 1, 2014 the Multi-Family Neighborhood (MFN) program became effective. This program included a two (2) phase approach. The first phase was the inspection of apartment complex units when occupancy changes, also regular inspections of the common and exterior areas of the complex's, and continued inspections on complaint bases from the residents. This phase of the program started January 1, 2014 and has been very effective and received very positively.

The second phase of the program is the organization process. This process will be similar as to the process we have been using for the single family neighborhoods such as Bolling Heights, Historic Linden, Evanston Place and other Neighborhood Home Organizations (NHO) neighborhoods. The program will work to organize and explain the inspection process of the program, but will also inform the residents of their responsibilities as a resident of a MFN and what they can reasonable expect from the management and owners. This is a logical part of the process that encourages the residents of the MFN's to be part of the solution and build a sense of ownership in the neighborhood.

Staff has sent out a Request for Qualification (RFQ) and received three (3) responses back. Based on the qualification and bid proposals staff is recommending the consulting services of Northland Neighborhoods, Inc. (NNI). There services will include meeting with owner(s) of targeted MFN's to discuss this portion of the program and the process.

In the resolution it notes that the consultant will assist with one (1) to two (2) MFN's. At first we will work with one (1) MFN to work out any concerns, issues or problems that may arise. The intent is within six (6) to twelve (12) months we start work with a second MFN.



All-America City

**CONTRACT FOR PROFESSIONAL SERVICES TO
CITY OF GLADSTONE**

Provide consulting services to assist in the ongoing organization and development of multi-family neighborhoods

AGREEMENT FOR PROVISIONS OF THE FOLLOWING SERVICES

This AGREEMENT between Northland Neighborhoods, Inc. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 4420 NE Chouteau Trafficway, Suite 100, Kanas City, Missouri 64117, hereafter referred to as the "consultant" and the City of Gladstone, Clay County, Missouri, a Third Class City organized and existing under the laws of the State of Missouri with its principal office located at 7010 N. Holmes Street, Gladstone, Missouri 64118, hereafter referred to as the "city".

This contract represents the entire understanding and agreement between the parties. No amendments to the contract will be binding on the parties, unless in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assignees of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract they will be resolved in accordance with the terms of this contract.

**ARTICLE I
FEES AND PAYMENT**

The consultant agrees to perform all work, pay any sub-consultant, and provide all materials as specified in Article IV for a period of fourteen (14) months, starting May 1, 2014 through June 30, 2015; for a fee of \$20,030.00 for two neighborhoods, paid equally on a monthly basis for services rendered. In consideration of such payment the consultant agrees to provide time and services for two (2) multi-family neighborhoods. Time and services will be based on twenty-five (25) hours a month per neighborhood.

The consultant will submit an invoice for services rendered as specified in Article IV of this contract to:

City of Gladstone
% Building Official

7010 N. Holmes Street
Gladstone, Missouri 64118

Payment will be made within thirty (30) days of receipt of invoice, by the Finance Department of the City of Gladstone, Missouri.

The consultant retains the right to perform services for other clients. Nothing contained within this contract shall be deemed to create any association, partnership, joint venture, or relationship or principal and agent or master and servant between the parties. Northland Neighborhoods Inc., is an independent consultant and reserves the means and methods of accomplishing the Scope of Services as specified in Article IV of this contract.

Postage, printing and such other equipment, tools and supplies necessary to perform the Scope of Services as specified in Article IV of this contract will be the responsibility of the consultant.

ARTICLE II

CANCELLATION OF CONTRACT

The city reserves the right to cancel and terminate this contract in part or whole without penalty upon thirty (30) days written notice to the consultant. Any contract cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation, nor shall it relieve the city of its obligation for payment of fees for documented work within the scope of services as specified in Article IV of this contract prior to the effective date of cancellation.

The consultant reserves the right to cancel and terminate this contract in part or whole without penalty upon thirty (30) days written notice to the city. Any contract cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation, nor shall it relieve the city of its obligation for payment of fees for documented work within the scope of services as specified in Article IV of this contract prior to the effective date of cancellation.

ARTICLE III

DRUG/CRIME FREE WORK PLACE

The consultant acknowledges and agrees that the following acts are prohibited:

1. The unlawful manufacturing, distributing, dispensing, possession and/or use of alcohol or drugs; and/or
2. Any impairment or incapacitation from the use of alcohol or drugs (except the use of prescription drugs for legitimate medical purposes); and/or

3. Any crimes committed while performing services on behalf of the city.

The consultant further acknowledges and certifies that it understands that a violation of any or all of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Gladstone in addition to any criminal penalties that may result from such action.

ARTICLE IV **SCOPE OF SERVICES**

The Consultant shall provide consulting services to assist in the ongoing organization and development of neighborhoods as provided for in this Article.

The scope of services for the program is as follows:

1. Consultant will report directly to the Building Official.
2. Consultant and Neighborhood Development Team will meet monthly to review progress.
3. An invoice will be submitted monthly prior to the monthly meeting.
 - a. Consultant shall submit a monthly report.
 - b. Preliminary assessment
 - c. Building
 - i. How many units
 - ii. Condition
 - iii. On site manager
 - iv. Services
 1. Private Security
 2. Lawn/building maintenance
 - v. Other
 - d. Tenants
 - i. Age
 - ii. Section 8, subsidized, market, etc.
 - iii. Population
 - iv. Police calls
 - v. Other
4. Prepare, distribute, and tabulate a Base Line Survey to establish the current status and perceptions of the population.
5. Host initial tenant meeting.
6. Identify leadership.
7. Present an overview of the Gladstone neighborhood development program.
8. Assist with developing a name for the organization and a regular meeting schedule.

9. Assist with the establishment of by-laws.
10. Assist with obtaining Missouri status as a not-for-profit organization.
11. Assist with obtaining an EIN number from the federal government.
12. Assist with creation of a one year plan, including goals and objectives.
13. Perform a follow-up to the Base Line Survey at one year and tabulate.
14. Submit a final report, including data collected from the Base Line and follow-up survey.


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ARTICLE V
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either or otherwise. The City agrees that it has not relied on any representatives of the consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

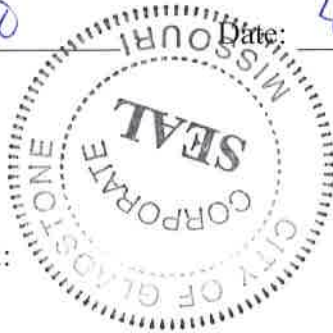
IN WITNESS WHEREOF, the parties hereunto have executed three (3) counterparts of this agreement the day and year as noted by signature.

THE CITY OF GLADSTONE, MISSOURI:

By: 
Kirk L. Davis, City Manager

Attest:

 Date: 4.30.14
Ruth Bocchino, City Clerk



NORTHLAND NEIGHBORHOODS, INC.:

By: 
Deborah Herman, Chief Executive Officer

Attest:

 Date: 4/23/14
Theresa Wolfe, Director of Administration