

**BILL NO. 19-28**

**ORDINANCE NO. 4.479**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI AND NORTHLAND NEIGHBORHOODS, INCORPORATED, TO PROVIDE CONSULTING SERVICES TO ASSIST IN THE ONGOING DEVELOPMENT AND REVITALIZATION OF NEIGHBORHOODS FOR THE PERIOD OF JULY 1, 2019, THROUGH JUNE 30, 2020.**

**WHEREAS**, the City Council of the City of Gladstone, Missouri, has determined the advisability of entering into a contract with Northland Neighborhoods, Incorporated, (NNI) for Neighborhood Home Organization (NHO) consulting services for the period of July 1, 2019, through June 30, 2020; and

**WHEREAS**, the cost of ongoing neighborhood organization and development consulting services to be provided to the City and NHO's is not to exceed \$31,146.00; and

**WHEREAS**, the City Council feels it is in the best interest of the residents of the NHO's and the City to provide consulting services to assist in the ongoing organization, development, revitalization, and preservation of neighborhoods.


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

**THAT**, The City Manager is hereby authorized to execute the contract with Northland Neighborhoods, Incorporated, for neighborhood consulting services at a cost not to exceed \$31,146.00.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22<sup>ND</sup> DAY OF JULY, 2019.**

  
\_\_\_\_\_  
Mayor Carol J. Suter

Attest:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk

First Reading: July 22, 2019

Second Reading: July 22, 2019





## ***Request for Council Action***

RES ☐ # City Clerk Only

BILL ☒ # 19-28

ORD # 4.479

Date: July 15, 2019

Department: Community Development

Meeting Date Requested: 7/22/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Northland Neighborhoods, Incorporated Annual Neighborhood Agreement

Background: For the past seven (7) years Northland Neighborhoods, Incorporated (NNI) has assisted the City with forming and developing, Neighborhood Home Organizations (NHO) and assisting them with the organization of their specific NHO. This year staff with the assistance from NNI will be meeting with all the NHO's to understand how they are working, what is working for them, what assistance they may need, how to improve the program, and anything else that we may learn from these meetings. Ultimately this will help the City's Neighborhood Revitalization Program

Budget Discussion: Funds are budgeted in the amount of \$ 31,146.00 from the OTHER Fund. Ongoing costs are estimated to be \$ 31,146.00 annually. Previous years' funding was \$31,146.00

Public/Board/Staff Input: Staff has met with NNI to coordinate an outline for the meeting with the NHO's. A report will be put together and shared with the NHO's, Neighborhood Commission, and City Council.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Alan Napoli  
Community Development Administrator / Building Official



B71 19-28  
Ord 4479

**AGREEMENT BETWEEN  
NORTHLAND NEIGHBORHOODS, INCORPORATED AND  
THE CITY OF GLADSTONE**

Provide consulting services to assist in the ongoing  
development and revitalization of 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, Kansas 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 twelve (12) months, starting July 1, 2019 through June 30, 2020; for a fee of \$31,146.00 paid equally on a monthly basis for services rendered. In consideration of such payment, the consultant agrees to provide, time and service as generally outline in Article IV Scope of Services.

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

Alan D. Napoli  
City of Gladstone

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. Note this scope is general in nature and any specifics to be addressed between City and Consultant as deemed necessary.

#### **GOAL:**

Connect with the organized Neighborhood Home Organizations (NHO's) within Gladstone. Discuss what is working, not working, what they are currently working on, their goals, their hurdles, and how Gladstone and Northland Neighborhoods Incorporated (NNI) can support and assist the NHO's. Report out the findings and review with the NHO's, Neighborhood Commission, and City Council.

#### **NEIGHBORHOOD HOME ORGANIZATION KICKOFF EVENT:**

1. Invite the following....
  - NHO leaders
  - Mayor and City Council
  - Neighborhood Commission
  - Representatives from Gladstone's departments
  - NNI Representatives
2. Introductions and some short speeches
3. NHO signup sheet for individual NHO follow up meetings
4. NHO Closeout event

#### **DELIVERABLES:**

1. Final report
  - NHO status
  - NHO accomplishments
  - NHO 3-5 year goals
  - What has been working, not working, etc.
  - Role of City and Consultant
  - Recommendations for next steps
2. Presentation to Neighborhood Commission
3. Presentation to City Council

CUSTOMARY SCOPE OF SERVICES:

1. Consultant reports directly to the Community Development Administrator/Building Official
2. The Consultant will work with the Gladstone's Residential Relations and Maintenance Coordinator assigned to the Neighborhood Home Organization within their respective district.
3. Consultant will submit the following documents no later than the tenth (10<sup>th</sup>) day of the month.
  - a. An invoice for services rendered.
  - b. A monthly status report.
4. Consultant will present an annual report to the Gladstone Neighborhood Commission and City Council in July of 2020.



**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:   
Scott C. Wingerson, City Manager

Attest:

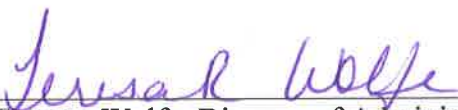
  
Ruth Bocchino, City Clerk

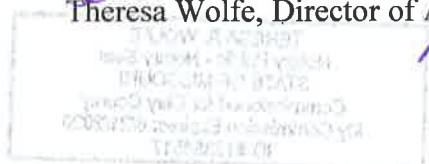
Date: 7/25/19

NORTHLAND NEIGHBORHOODS, INC.:

By:   
Deborah L. Hermann, Chief Executive Officer

Attest:

  
Theresa Wolfe, Director of Administration



Date: 7/10/19

**CITY OF GLADSTONE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI                     )  
  ) ss.  
COUNTY OF CLAY                     )

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind of character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exists; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Deborah L. Hermann, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Deborah L. Hermann and I am currently the CEO of Northland Neighborhoods, Inc. (hereinafter "Consultant"), whose business address is 4420 NE Chateau Court, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Cooperative Agreement contracted between the Consultant and the City of Gladstone, Missouri.
4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Deborah L. Hermann  
Affiant Signature

Deborah L. Hermann  
Affiant Printed Name

Subscribed and sworn to before me this 15<sup>th</sup> day of July, 2019

Teresa R. Wolfe (Seal)  
Notary Public

My Commission Expires: 6/21/20

