

BILL NO. 21-21

ORDINANCE NO. 4.559

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, 2021 THROUGH JUNE 30, 2022.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined the advisability of entering into an agreement with Northland Neighborhoods, Incorporated, (NNI) for Neighborhood Home Organization (NHO) consulting services for the period of July 1, 2021 through June 30, 2022; and

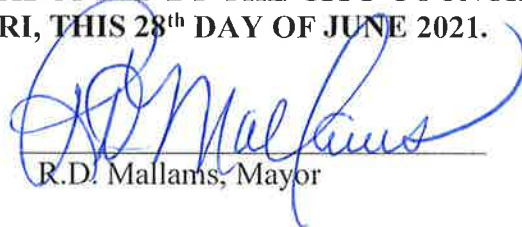
WHEREAS, the cost of ongoing neighborhood organization and development consulting services to be provided to the City and NHO's is not to exceed \$31,146.00; and

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 agreement 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 28th DAY OF JUNE 2021.


R.D. Mallams, Mayor

Attest:


Ruth E. Bocchino, City Clerk

1st Reading: June 28, 2021

2nd Reading: June 28, 2021



Request for Council Action

RES #

BILL # Bill No. 21-21

ORD # 4.559

Date: June 10, 2021

Department: Community Development

Meeting Date Requested: June 28, 2021

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

Subject: Bill / Ordinance for neighborhood consulting

Background: For the past eight (8) years Northland Neighborhoods, Incorporated, (NNI) has assisted the City with forming and developing Neighborhood Home Organizations (NHO's) and assisting the organization of the specific NHO. This year, staff, with the assistance from NNI, will continue the ongoing organization of development of the neighborhoods as provided for in the Agreement.

Due to COVID-19, last year's work was somewhat limited as most of the NHO's and even HOA's meetings were limited, or not even meeting. Staff and NNI did meet with some of the neighborhoods virtually and held quarterly meetings with the presidents of some of the NHO's and HOA's. This year we are hoping to reconnect with neighborhoods within Gladstone, preferable in-person if they so desire; otherwise virtually. We want to help provide a customized service with each neighborhood and provide them with support from Community Development, Northland Neighborhoods, Inc. and the Police Department.

The work NNI will do with neighborhoods this year should lead to Gladstone having vibrant neighborhoods who are working together with their residents and partners to make their communities safer and better connected.

Budget Discussion: Funds are budgeted in the amount of \$ 32,000 from the General Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$31,000.

Public/Board/Staff Input: See attached

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

Alan D. Napoli, C.B.O.

Community Development Administrator | Building Official

JM
Attorney

SW
City Manager

Bill #21-21
ORD # 4559

**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 5340 NE Chouteau Trafficway, Kansas City, Missouri 64119, 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 agreement represents the entire understanding and agreement between the parties. No amendments to the agreement will be binding on the parties, unless in writing and signed by the parties hereto. This agreement 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 agreement they will be resolved in accordance with the terms of this agreement.

**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, 2021 through June 30, 2022; 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 agreement to:

Alan D. Napoli C.B.O.
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 agreement 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 agreement.

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

ARTICLE II

CANCELLATION OF AGREEMENT

The city reserves the right to cancel and terminate this agreement in part or whole without penalty upon thirty (30) days written notice to the consultant. Any agreement 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 agreement prior to the effective date of cancellation.

The consultant reserves the right to cancel and terminate this agreement in part or whole without penalty upon thirty (30) days written notice to the city. Any agreement 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 agreement 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 agreement 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 and reconnect with neighborhoods within Gladstone, to provide a customized service with each neighborhood by providing which each neighborhood needs at the time. The work NNI will do with neighborhoods this year should lead to Gladstone having vibrant neighborhoods who are working together with their residents and partners to make their communities safer, and better connected.

PROGRAM OUTLINE:

1. Invite the following to a City Wide Neighborhood Summit/Roundtable meeting:
 - Neighborhood leaders,
 - Mayor and City Council,
 - Neighborhood Commission,
 - Representatives from Gladstone's Departments, and
 - NNI Representatives.
2. Provide an overview of what NNI and Gladstone have in mind for this year, and how they can participate and grow.
3. Customize our services with the neighborhoods; by working with them to see where they are and support their leadership. NNI will offer recommendations and provide a customized training/coaching approach based on what they need and are interested in learning.
4. Build a Speakers Bureau of NNI and Gladstone Staff to support neighborhoods.
5. Continually monitoring neighborhoods, supporting their individual needs with customized services.
6. Hold quarterly meetings with Gladstone Staff from Community Development, Police Department and NNI to problem-solve; and proactively plan neighborhood solutions to issues.
7. Provide at no cost to the neighborhoods the opportunity to print newsletter (must adhere to the NNI guidelines).

8. NNI will provide the opportunity to hold virtual meetings to support neighborhoods.

DELIVERABLES:

1. Final report:
 - a. Status of neighborhoods.
 - b. Develop customized services and report activities.
 - c. What have neighborhoods accomplished with NNI.
 - d. What are neighborhoods planning to do in the coming years.
2. Quarterly Problem-Solving meetings:
 - a. What actions have changed based on Quarterly Problem-Solving meetings.
 - i. What programs are needed that currently are not offered.
 - b. Recommendations for next steps in developing neighborhoods.
3. Home Repair Program-Gladstone:
 - a. Support low- to moderate-income homeowners with needed repairs
 - b. Funds will be targeted to:
 - i. Abating code violations and
 - ii. Quality of life repairs, such as:
 - Exterior painting
 - Gutters
 - Stair repairs
 - Window replacement
 - HVAC repairs/replacement
4. Presentations and updates:
 - a. Neighborhood Commission
 - b. City Council

CUSTOMARY SCOPE OF SERVICERS:

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 (10th) 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.

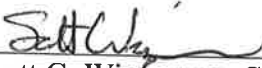
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ARTICLE V
ENTIRE AGREEMENT

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: 
Scott C. Wingerson, City Manager

Attest:

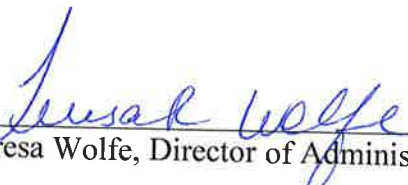

Ruth Bocchino, City Clerk

Date: 6/30/21

NORTHLAND NEIGHBORHOODS, INC.:

By: 
Deborah L. Hermann, Chief Executive Officer

Attest:


Theresa Wolfe, Director of Administration

Date: 5/6/2021

**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 attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; 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 5340 NE Chouteau Trl, Kemo 64119, 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 _____ 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.

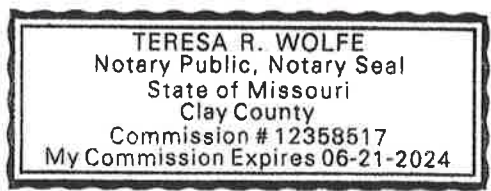
Deborah L. Hermann
Affiant Signature

Deborah L. Hermann
Affiant Printed Name

Subscribed and sworn to before me this 6th day of May, 2021

Teresa R. Wolfe (Seal)
Notary Public

My Commission Expires: 6/21/2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Calvin Eddy Kappelman Insurance 7001 North Cherry #201 Gladstone MO 64118	CONTACT NAME: Donna Dunlap	PHONE (A/C, No, Ext): (816) 453-8584	FAX (A/C, No): (785) 843-1583
	E-MAIL ADDRESS: ddunlap@cekinsurance.com		
INSURED Northland Neighborhoods Inc 5340 N Chouteau Trfy Kansas City MO 64119-2510	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AMCO Insurance Company		19100
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL2152117174 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPGLA07210648871	06/07/2021	06/07/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPGLA07210648871	06/07/2021	06/07/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACPCAA7210648871	06/07/2021	06/07/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ACPWCA7210648871	06/07/2021	06/07/2022	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Fidelity Bond			7900337440	11/02/2020	11/02/2021	Bond Limit	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Gladstone 7010 North Holmes Street Gladstone MO 64118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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