

RESOLUTION R-14-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH NORTHLAND NEIGHBORHOODS, INCORPORATED, IN THE AMOUNT OF \$21,186.00 FOR THE ORGANIZATION OF UP TO TWO NEIGHBORHOOD HOME ORGANIZATIONS.

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

WHEREAS, the City Council desires to promote 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

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 for a total amount not to exceed \$21,186.00 for up to two Neighborhood Home Organizations.


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 23RD DAY OF JUNE 2014.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



All-America City

Gladstone



2008

MEMORANDUM

To: Kirk L. Davis, City Manager
From: Alan D. Napoli, C.B.O., Building Official
CC: Scott C. Wingerson, Assistant City Manager
Date: June 4, 2014
Re: Neighborhood Development Consulting Services Contract

Please find attached a resolution to continue "Neighborhood Development Consulting Services" with Northland Neighborhoods, Incorporated (NNI). We have been using NNI since 2013 to work with the development of new Neighborhood Home Organizations (NHO's).

Per the 2013 RFP the City can continue services without going out to bid for two consecutive years. The City has been more than satisfied with NNI's work and I have met with Deb Hermann and we have agreed upon a price that is within the budget. The fee for consulting services starting July 1, 2014 thru June 30, 2015 will be in the amount of \$21,186.00 paid equally over 12 months.

Staff is recommending City Council approval of the attached Resolution at the June 23, 2014 City Council Meeting.



Gladstone



2008

All-America City

CONTRACT FOR PROFESSIONAL SERVICES TO CITY OF GLADSTONE

Provide consulting services to assist in the ongoing
organization and development 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, 2014 through June 30, 2015; for a fee of \$10,593.00 per neighborhood, paid equally on a monthly basis for services rendered. In consideration of such payment the consultant agrees to provide time and services to two (2) new 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 reports directly to the Building Official
2. The Consultant will work with Gladstone's Neighborhood Services Coordinator assigned to the Neighborhood Home Organization program.
3. Consultant will attend the Neighborhood Home Organization update meeting monthly and any meetings that may be deemed necessary.
4. 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.
5. Consultant will conduct a tour of the new neighborhoods with the Gladstone Neighborhood Development Team.
6. Consultant will conduct a tour of the new neighborhoods with at least the president of the contracted neighborhood.
7. Consultant will educate the officers and board members on the benefits of the Gladstone Neighborhood Organization Toolkit and additional neighborhood development strategies.
8. Consultant will help develop by-laws and other legal documents designed to provide organizational structure; to be approved by the officers, board members and the neighborhood.
9. Consultant will conduct a Neighborhood Interest Structure worksheet to target the officers and board members on their neighborhood interests and priorities.
10. Consultant will work with the officers and board members on developing a neighborhood group name, logo and slogan; approved by the officer, board members and neighborhood.
11. Consultant will assist with legal documents, establishing a bank account at a local Gladstone Bank and any other organizational development.
12. Consultant will assist and attend the neighborhoods in holding board and neighborhood meetings to educate and engage residents.
13. Consultant will actively encourage that a neighborhood newsletter be created and distributed to residents; listing community activities, neighborhood meetings and other information.

14. Consultant will present an annual report to the Gladstone Neighborhood Commission at the July meeting proceeding the contract year.

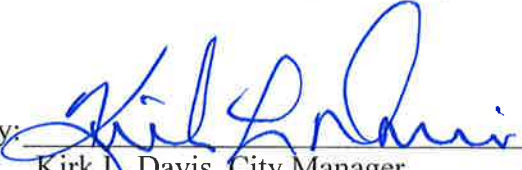
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ARTICLE V
ENTIRE AGREEMENT


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 D. Davis, City Manager

Attest:


~~Cathy Swenson, City Clerk~~
RUTH BOCCHINO RB

Date: 6/25/14

NORTHLAND NEIGHBORHOODS, INC.:

By: 
Deborah Herman, Chief Executive Officer

Attest:


Theresa Wolfe, Director of Administration

Date: 5/1/14