

RESOLUTION R-23-32

A RESOLUTION 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, 2023, THROUGH JUNE 30, 2024.

WHEREAS, the City Council of the City of Gladstone, Missouri, has determined that entering into a contract with Northland Neighborhoods, Incorporated (NNI) for consulting services for ongoing growth and stability of Neighborhood Home Organization (NHO) and Home Owner Associations (HOA) during the period of July 1, 2023 through June 30, 2024; and

WHEREAS, the cost of consulting services to be provided by NNI for ongoing development of NHO's and HOA's is estimated to be \$31,146.00; and

WHEREAS, the City Council of the City of Gladstone, Missouri, feels it is in the best interest of the NHO's, HOA'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 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 26TH DAY OF JUNE 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ **# R-23-32**

BILL ☐ **# City Clerk Only**

ORD **# City Clerk Only**

Date: June 20, 2023

Department: Community Development

Meeting Date Requested: June 26, 2023

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

Subject: Resolution for Neighborhood Consulting

Background: Northland Neighborhoods, Incorporated, (NNI) has assisted the City with forming and developing Neighborhood Home Organizations (NHO's) and working with Home Owners Associations (HOA's). This year, staff, with the assistance of NNI, will continue with the ongoing development of the NHO's.

This past year, NNI with City's input, sent out a survey about their neighborhoods. NNI is currently composing the report and we anticipate a final document in the next few months. COVID has kept many organizations from meeting or getting started back up. One of the goals this year is to work with the NHO's to begin meeting again and continue assisting the NHO's who remain meeting, to develop and help them evolve.

Budget Discussion: Funds are budgeted in the amount of \$31,146.00 from the General Fund. Ongoing costs are estimated to be \$ 0.00 annually. Previous years' funding was \$0.00

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
City Attorney

BB
City Manager

**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, 2023 through June 30, 2024; 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 NNI's Neighborhood Roundtable meetings:
 - Neighborhood leaders,
 - Mayor and City Council,
 - Neighborhood Commission,
 - Representatives from Gladstone's Departments, and
 - NNI Representatives.
2. Assist the City with the Gladstone Neighborhood | Block Watch program.
3. Assist the City with Gladstone Dumpster Days. (Typically eight (8) per year.)
4. Conduct a Windshield Survey of key neighborhoods as agreed upon between the City and the Consultant.
5. Customize 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.
6. Build a Speakers Bureau of NNI and Gladstone Staff to support neighborhoods.
7. Continually monitoring neighborhoods, supporting their individual needs with customized services.
8. Hold quarterly meetings with Neighborhood leaders, City staff, and NNI staff.
9. Hold quarterly meetings with Gladstone Staff from Community Development, Police Department and NNI to problem-solve; and proactively plan neighborhood solutions to issues.

10. Provide at no cost to the neighborhoods the opportunity to print newsletter (must adhere to the NNI guidelines).

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. Presentations and updates:
 - a. Neighborhood Commission
 - b. City Council

CUSTOMARY SCOPE OF SERVICES:

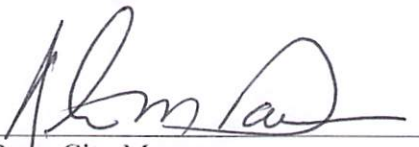
1. Consultant reports directly to the Community Development Administrator | Building Official
2. The Consultant will work with the Gladstone's Residential Relations and Maintenance Coordinator assigned to the Neighborhoods within their respective district.
3. Consultant will submit the following documents 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 2022.

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:

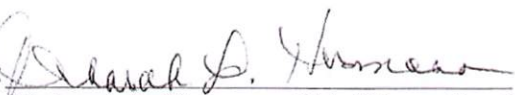
By: 
Bob Baer, City Manager

Attest:

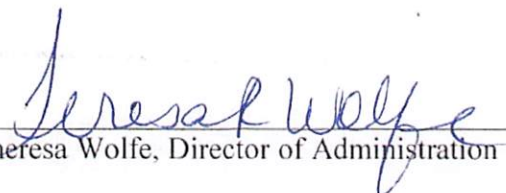

Kris Keller, City Clerk

Date: 6/28/23

NORTHLAND NEIGHBORHOODS, INC.:

By: 
Deborah L. Hermann, Chief Executive Officer

Attest:


Theresa Wolfe, Director of Administration

Date: 5/26/23

**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 Chief Executive Officer of Northland Neighborhoods, Inc. (hereinafter "Consultant"), whose business address is 5340 NE Chouteau Trafficway, Kansas City, Missouri 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 Neighborhood consulting 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 26th day of May, 2023

Teresa R. Wolfe (Seal)
Notary Public

My Commission Expires: 6/21/2024

