

## RESOLUTION R-24-41

**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, 2024 THROUGH JUNE 30, 2025.**

**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 Gladstone's neighborhoods during the period of July 1, 2024 through June 30, 2025 is beneficial to the community; and

**WHEREAS**, the cost of consulting services to be provided by NNI for ongoing evolution of Gladstone's neighborhoods is estimated to be \$31,146.00; and

**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 an 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 COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF JULY 2024.**



Tina Spallo, Mayor

ATTEST:

  
Becky Jarrett, Deputy City Clerk

1<sup>st</sup> Reading: July 22, 2024

2<sup>nd</sup> Reading: July 22, 2024

**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, 2024 through June 30, 2025; 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 will provide consulting services to assist with 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, providing services and expertise in neighborhood development.

#### **GENERAL:**

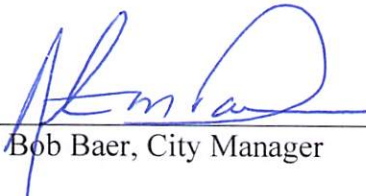
1. Consultant reports directly to the Community Development Administrator | Building Official.
2. Consultant will work with Gladstone's Residential Relations and Maintenance Coordinators assigned to the Neighborhoods within their respective districts.
3. Invite the following to NNI's Neighborhood Roundtable meetings:
  - ↳ Neighborhood leaders
  - ↳ Neighborhood Commission
  - ↳ Residential Relations and Maintenance Coordinators
4. Consultant will assist Gladstone's Neighborhood Commission with guidance on their home improvement grant program.
5. Consultant will help organize/reorganize Neighborhood Home Organizations that want to organize/reorganize.
6. Consultant will provide at no cost to the neighborhoods the opportunity to print newsletters. (must adhere to NNI's guidelines)
7. Consultant will monitor neighborhoods, support their individual needs and assist with long term goals if requested by neighborhood. (within NNI's guidelines)
8. Consultant will update Gladstone's Neighborhood Commission at their monthly meetings.
9. Consultant will meet monthly with the Community Development Administrator | Building Official.
10. Consultant will assist the City with their Neighborhood | Block Watch program.
11. Consultant will present an annual update to the Gladstone Neighborhood Commission and City Council.

**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:

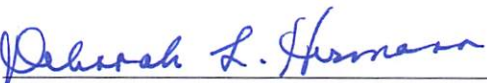
By: \_\_\_\_\_  
Bob Baer, City Manager

Attest:

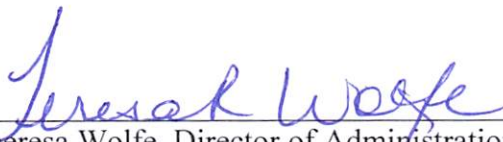
\_\_\_\_\_  
Kris Keller, City Clerk

Date: 7-23-24

NORTHLAND NEIGHBORHOODS, INC.:

By: \_\_\_\_\_  
Deborah L. Hermann, Chief Executive Officer

Attest:

\_\_\_\_\_  
Theresa Wolfe, Director of Administration

Date: 6/20/2024



**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).

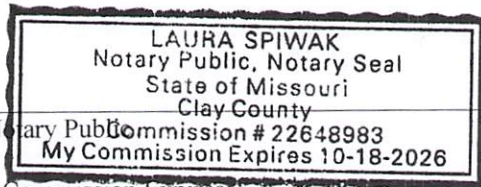
BEFORE ME, the undersigned authority, personally appeared Deborah L. Hermann who, being duly sworn, states on his/her oath or affirmation as follows:

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 20 day of July, 20\_\_



(Seal)

[Signature]

My Commission Expires. \_\_\_\_\_



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

**RES ☒ # R-24-41**

**BILL ☐ # City Clerk Only**

**ORD ☐ # City Clerk Only**

Date: 7/8/2024

Department: Community Development

Meeting Date Requested: 7/22/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: Resolution for Neighborhood Consulting Services

Background: Northland Neighborhoods, Inc. (NNI) has assisted the City of Gladstone over the years with developing, organizing, reorganizing, and consulting with Neighborhoods. NNI provides mentoring, assisting with various neighborhood concerns, and supporting their long-term goals. NNI will be assisting with the Neighborhood | Block Watch program in conjunction with the Police Department and Community Development.

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

Public/Board/Staff Input:

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

Alan Napoli  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager