RESOLUTION NO. 24-04

A RESOLUTION OF THE CITY OF SOMERSET APPROVING THE CDBG ADMINISTRATION SERVICES CONTRACT WITH FAHE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2023 SOMERSET RECOVERY PROJECT

WHEREAS, The Department for Local Government, given grant approval for Somerset, Kentucky; and,

WHEREAS, it has been determined that the services of a professional consultant are required for implementation of the CDBG program;

NOW, THEREFORE, BE IT RESOLVED by the Somerset City Council that:

1. The contract between the City of Somerset and Fahe for project implementation and program management services relative to the CDBG Program has been approved in the amount of:

   Administration $10,000.00

2. All fees paid will come from grants obtained on behalf of the Grantee.

3. The obligations of the parties are totally contingent upon obtaining of a Release of Funds from Department for Local Government and no program activities other than environmentally exempt activities may occur until the release is achieved.

This resolution shall be in full force and effect upon reading and adoption by the Somerset City Council.

DATE ADOPTED: February 12, 2024
MOTION BY: Mr. Mitchell
SECONDED BY: Mr. Wheeldon

VOTE: **YES** 12 **NO** 0

Mayor: _____

ATTEST:

City Clerk: _____

AGREEMENT FOR CONSULTING SERVICES

Between

Fahe, Inc.

And

City of Somerset

PART I -- AGREEMENT

This agreement ("Agreement") made and entered into and made effective this ____day of Febuary 2024 by and between the City of Somerset located at 306 E Mt. Vernon St Somerset KY 42501 (hereinafter called the "Client") and Fahe Inc., located at 319 Oak Street, Berea, KY 40403 (hereinafter called the "Consultant"). Each shall be referred to as "Party" or "Parties".

WITNESSETH THAT:

WHEREAS, Client has received funding for the 2023 CDBG Public Services Program for Sky Hope Recovery Kentucky Project and,

WHEREAS, Client desires to engage the Consultant to render certain services, including but not necessarily limited to, grant administration and technical assistance in connection with the Project (collectively known as the "Services"):

NOW, THEREFORE, the Parties do mutually agree as follows:

1. Employment of Consultant

Client hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the attached Scope of Services.

2. Scope of Services

Exhibit A outlines the Scope of Services and the responsibilities of each Party in connection with the Project.

3. Period of Performance

The effective date of the Agreement Febuary _____2024 ("Effective Date"), for project administration services; the remaining services of the Consultant shall commence upon notification of funding and be provided on a per-hour basis as required. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. In any event, all the Services required and performed hereunder shall be completed no later than December 31, 2024 ("Completion Date").

4. Access to Information

It is agreed that all information, data, reports, records and maps as exists, available and necessary for the carrying out of the Services outlined above, shall be furnished to the Consultant by Client and its agencies. No charge will be made to the Consultant for such information, and Client and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Agreement. Failure by Client to furnish said information to Consultant or cooperate with Consultant to facilitate performance of the work described herein shall be grounds to terminate this contract at Consultant's sole discretion. Consultant shall have no responsibility for verifying the

accuracy of the information provided by Client, and shall have no liability arising from inaccurate or incomplete information. Consultant shall not be responsible for any Services wherein the information necessary for the performance for same has not been provided timely by Client.

5. Compensation and Method of Payment

The anticipated amount of compensation and reimbursement to be paid hereunder shall be $10,000.00.

Identified below are two (2) phases to the Project. Phase 1 has been completed and involved the application preparation and submission of the final application to the Department for Local Government (through a separate contract).

Phase 1

Task	Consulting Fee	Maximum Number of Hours
Application Preparation – Completed in separate contract	$.00	

Phase 2

Task	Consulting Fee	Maximum Number of Hours
Consulting – Project Administration and Technical Assistance	$10,000.00	46

Payment of the Consulting Fee for various Project Administration services is based on a timeline for milestones:

Phase	Milestone	Payment
2a	Evidentiary Material/Release of Funds	$9,000
2a	Establish project files, financial files assistance in overall coordination of the project. Prepare and submit pay resolutions and voucher for payment.	
2b	Prepare and submit closing documentation to DLG.	$1,000

The Parties agree that the Consulting Fees identified above are based on a specific number of hours as detailed in Exhibit A. These hours indicate the amount of time that will be utilized on this Project by the Consultant. In the event the numbers of hours are exceeded during any phase of the Project, the Consultant will charge Client an hourly rate of ONE HUNDRED AND FIFTY DOLLARS ($150.00) for each additional hour spent on the Project. Consultant will discuss all potential hourly fees with Client prior to assessing any charges. The fees detailed herein are minimum agreed upon fees and Client shall not be credited for any hours which have not been expended.

Client will make payment to the Consultant within thirty (30) days after the receipt of each invoice. The Consultant agrees to keep accurate records, including time sheets and travel vouchers, of all time and

expenses allocated to the performance of the Services. Such records shall be kept in the offices of the Consultant and shall be made available to Client for inspection and copying upon request.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of Consultant and Client. Consultant may retain reproducible copies of drawings and other documents.

7. Professional Liability

Consultant shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of applications, studies, and reports, and in the designation of particular materials for the Project covered by this Agreement.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the Services, and except for the actions or omissions of Client, shall indemnify and hold harmless Client, its officers, agents, and all employees with respect to any third-party damages, expenses, or claims arising from or in connection with the Services performed under this Agreement by Consultant.

The Client shall comply with the requirements of all applicable laws, rules, and regulations in connection with its performance under this Agreement, and except for the actions or omissions of Consultant shall indemnify and hold harmless Consultant, its officers, agents, and all employees with respect to any third-party damages, expenses, or claims arising from or in connection with this Agreement.

9. Limitation of Liability

In no event shall Consultant be held liable for any indirect, special, punitive, incidental, consequential, or exemplary damages arising from, or directly or indirectly, relating to the Services including, without limitation, loss of revenue, anticipated profits, lost business, data, or sales. In no event shall the total liability of Consultant for all damages (including indemnity), losses, and cause of action, arising from the terms of this Agreement exceed, in the aggregate, the total amount paid by Client to Consultant over the six (6) months preceding the claim giving rise to liability.

10. Termination

Either Party may terminate this Agreement upon notice in writing if the other Party is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within thirty (30) days of written notice from the other Party so to do.

Either Party may terminate this Agreement for convenience upon notice in writing not less than 60 days prior to the effective date of said termination. If this Agreement is terminated, whether by cause or convenience, Consultant shall be paid for services rendered and costs expended, according to the Agreement, up to the date thereof.

11. Address of Notices and Communications

Alan Keck	Pam Johnson
Mayor	Sr VP Partnerships & Programs
City of Somerset	Fahe
306 E Mt. Vernon St	319 Oak Street
Somerset KY 42501	Berea, KY 40403
606-679-6366	859-200-0494

12. Electronic Signatures

This Agreement and any Exhibits may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Exhibit transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Exhibit for all purposes.

13. Integration

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter.

14. Severability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

15. Modification/Binding Effect/ Governing Law

This Agreement may not be modified except in writing signed by both Parties. This Agreement may not be assigned by Client without the prior written consent of Consultant. This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns; provided, however, that Consultant may delegate its duties hereunder with the prior written consent of Client which consent will not be unreasonably withheld. This Agreement is made solely by and between the signatory parties hereto, and no other persons (except the successors and assigns of the signatory parties) shall have any rights to rely on, enforce or have the benefit of any provision of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

16. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which counterparts shall together constitute one and the same agreement.

17. Force Majeure

If Consultant's performance hereunder is interfered with by any condition outside of Consultant's control, including but without limitation acts of God, war, civil disorder, act of any governmental or quasi-governmental body, labor disputes, inclement weather, breakdowns of communications systems or physical damage to Consultant's premises.

Consultant shall be excused from such performance to the extent of such condition provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its responsibilities set forth hereunder in full or in part. If such condition remains unresolved after sixty (60) days, this Agreement may be terminated by either Party.

18. Contract Dispute

In the event either party brings an action to enforce this Contract, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in connection with the action and any appeal.

19. Authorization

Each person whose signature appears hereon represents and warrants that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.

City of Somerset	**Fahe**
Signature: _____	Signature: _____
Name (Printed): Alan Keck	Name (Printed): Pam Johnson
Title: Mayor	Title: Sr VP of Partnerships & Programs
Date: 2/15/24	Date: _____

EXHIBIT A: SCOPE OF SERVICES

Phase 2 - Project Administration and Technical Assistance

Consultant will:

1. Set up CDBG Program in accordance with the "The Common Rule" KCDB Handbook And/or State or federal regulations;
2. Prepare Evidentiary Material as requested by the funding agency.
3. Establish financial management procedures and certifications as required.
4. Set up financial books of account.
5. Review Sky Hope staff timesheets and payroll information for reimbursement.
6. Prepare pay resolutions for approval by City Council.
7. Prepare CDBG Request for Payments.
8. Establish project files as prescribed by the Department for Local Government.
9. Work with Client to review and understand implementation procedures for the federally funded program.
10. Other tasks as necessary related to the project administration and technical assistance.

The objectives of these services are to provide management assistance as in necessary to ensure the timely completion of administrative tasks incidental to the 2023 Public Services Community Development Block Grant; provide assistance in the implementation and completion of the scheduled phases of the overall program; monitor and evaluate the ongoing program to ensure the project is meeting both local goals, and the national and state objectives established for the program.

Client will:

1. Work with Consultant and Adanta and Sky Hope Recovery Center in coordination of documents for payment requests and other documents required by DLG.
2. Coordinate to get signatures for all required documents.