

MINUTES OF MEETING HELD FEBRUARY 12, 2024

The Common Council of the City of Somerset, Kentucky met in a regular meeting on Monday January 22, 2024, at 6:01 p.m. with the following present: Council Members John Minton, Jim Mitchell, David Godsey, Amanda Bullock, Tom Eastham, David Burdine, Brian Dalton, Jerry Wheeldon, Jimmy Eastham, Jerry Girdler, Robin Daughetee, Patrick Hunley, Mayor Alan Keck, City Attorney John Adams, and City Clerk Nick Bradley.

Mr. Wheeldon moved to approve the minutes of the regular meeting held on January 22, 2024, along with reports as mailed. Mr. Dalton seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, and Mr. Hunley.

Mr. Burdine made a motion to approve the following Resolution Number 24-03: **AUTHORIZING THE CITY TO PROVIDE LOCAL MATCH FUNDING AND SERVE AS THE GRANTEE WITH THE KENTUCKY PRODUCT DEVELOPMENT INITIATIVE (KPDI) GRANT AS AWARDED FOR THE INDUSTRIAL PARK SOUTH PROJECT.** Ms. Bullock seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughetee, and Mr. Hunley.

RESOLUTION 24-03

RESOLUTION OF THE CITY OF SOMERSET, KENTUCKY AUTHORIZING THE CITY TO PROVIDE LOCAL MATCH FUNDING AND SERVE AS THE GRANTEE WITH THE KENTUCKY PRODUCT DEVELOPMENT INITIATIVE (KPDI) GRANT AS AWARDED FOR THE INDUSTRIAL PARK SOUTH PROJECT

WHEREAS, The Kentucky Product Development Initiative (KPDI) Program is a program to help communities to be better positioned to attract jobs and business investment;

WHEREAS, SPEDA submitted an application to the KPDI program for funding in 2024. The project involves \$500,000 in KPDI funding. The project at this site will consist of 50 acres of land grading and site readiness preparations; and

WHEREAS, in order for the project site to qualify for eligibility through the KPDI Program, local match funding was required to be identified at the time of application submission. The City has authorized local match funding for the project in the amount of \$500,000 as previously approved during the fiscal 2022 budgetary cycle process. To participate in the KPDI program certain particulars are set forth below; and

WHEREAS, The City Council deems it to be in the public interest that the City cooperate in the KPDI Program as an underwriter to provide incentives in the Industrial Park and to create jobs within the community; and

NOW, THEREFORE BE IT RESOLVED, by the City Council, Somerset, Kentucky that the City will provide \$500,000 in local match funding for the project. The City serves as the "Grantee" and SPEDA will serve as the "Beneficiary" during the administration of the grant funds at the local level.

This participation agreement on behalf of the City is pending with SPEDA and the City intends to complete all necessary administrative steps to participate in the KPDI Program. The City's obligation to provide local match funding shall be contingent upon the approval for funding consideration of the Economic Development Fund (EDF) application by the Kentucky Economic Development Finance Authority (KEDFA).

This Resolution shall be in full force and effect upon reading and adoption by the City's Board of Commissioners.

DATE ADMITTED: February 12, 2024

MOVED BY: Mr. Burdine

SECONDED BY: Ms. Bullock

VOTE: 12 "Aye" 0 "No"

Mr. Mitchell made a motion to approve the following Resolution Number 24-04: APPROVING THE CDBG ADMINISTRATION SERVICES CONTRACT WITH FAHE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2023 SOMERSET RECOVERY PROJECT. Mr. Wheeldon seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Mitchell, Mr. Godsey, Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. Daughettee, and Mr. Hunley.

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, gives grant approval for Somerset, Kentucky, and

WHEREAS, it has been determined that the services of a professional accountant 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 activities 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 Client.
3. The obligations of the parties are totally contingent upon obtaining of a Release of Liabilities 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: Y/N/D N/A

ATTEN:

City Clerk 

Mayor 

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 February 2024 by and between the City of Somerset located at 306 E. Main, Vinton St. Somerset, KY 40301 (hereinafter called the "Client") and Fahe, Inc. located at 319 Oak Street, Berea, KY 40004 (hereinafter called the "Consultant"). This 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 provide information 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 mutually have agreed to the following:

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. Term of Agreement

The effective date of the Agreement (February 2024 ("Effective Date")) for project administration services. The consulting services of the Consultant shall commence upon receipt of funding and the provision of all other basic requirements. Services shall be provided on a full-time basis to ensure that release of the program of the Agreement. In any event, all the Services required and performed hereunder shall be completed no later than February 31, 2024 ("Completion Date").

4. Access to Information

It is agreed that all files, reports, data, reports, records and maps developed by the Consultant in connection with the performance of the services outlined above, shall be furnished to the Client upon request. The Consultant will be made to the Consultant for such information as the Client may request. The Consultant will cooperate with the Consultant in every way possible to facilitate the performance of the work. It is further agreed that the Client shall be responsible for providing the Consultant with the necessary information to perform the work. The Consultant shall be responsible for providing the Client with the necessary information to perform the work. The Consultant shall be responsible for providing the Client with the necessary information to perform the work.

CONTRACT ID

Out of pocket expenses for the performance of the Services shall be kept in the files of the Consultant and shall be made available to Client for inspection and copying upon request.

5. Consultant's Total 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 for 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	Expense	Number of Hours
	Application Preparation (separate contract)	Consulting Fee: \$0		
Phase 2	Task	Consulting Fee	Expense	Number of Hours
	Project Administration and Technical Assistance	\$10,000.00		40

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

Milestone	Attendee	Payment
1a	Establish project file, determine fee schedule with client	\$1,000
2a	Establish project file, determine fee schedule with client	
2b	prepare and submit closing documentation to DLG	\$1,000

The Parties agree that the consulting fees listed above are based on a specific number of hours of labor to be performed. These hours include the amount of time that will be utilized by the Consultant in the actual preparation and submission of the application to the Department for Local Government. The Consultant will charge for all other hours not included in the fee schedule. Payment for additional hours shall be made prior to the start of each week. Payment for travel expenses shall be made prior to the start of each week. Payment for other expenses shall be made prior to the start of each week.

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 files of the Consultant and shall be made available to Client for inspection and copying upon request.

6. Ownership of Drawings

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 in the performance of the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services.

8. Applicable Laws

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services.

The Client shall comply with the requirements of all applicable laws, rules and regulations in connection with the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services.

9. Limitation of Liability

In no event shall Consultant be held liable for any damages, including consequential damages, arising from the use of the Services, except to the extent that such damages are caused by the negligence, active or passive, of Consultant. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services. Consultant shall be held liable for the use of negligent skill and care in the performance of the Services.

10. Termination

Either Party may terminate this Agreement upon notice in writing if the other Party is in breach of any material provision of 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 in writing. If the other Party terminates this Agreement for a 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 a breach or convenience, Consultant shall be paid the work performed to date in accordance with the terms of this Agreement, up to the date thereof.

11. Address of Notices and Communications

Alon Seck	Port Johnson
Mayor	St. VP Partnerships & Programs
City of Somerset	Faha
306 E.M. Vernon St	319 Oak Street
Somerset KY 42501	Soreo, KY 40403
606-679-6366	609-200-0494

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 the Agreement or such Exhibit for all purposes.

13. Entirety

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 the Agreement shall remain operative and binding on the Parties.

15. Modification/Amendment/Consent

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. The 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. The 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 prevented or delayed by any condition outside of Consultant's control, including but not limited to acts of God, war, civil disorder, act of any governmental or non-governmental body, strike, riot, fire, pandemic, or other event, or any communication system or facility damage to Consultant's premises, Consultant shall be relieved of its performance obligations to the extent of such condition provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its performance hereunder as soon as it is possible. If such condition remains unresolved after thirty (30) days, this Agreement may be terminated by either Party.

18. Continuation/Rescission

In the event the two parties fail to agree to extend this Contract, the consulting party shall have the right to withdraw from the other party in reasonable costs and attorney 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 or has full authority to execute this Agreement on behalf of the Party on whose behalf the Agreement is executed.

City of Somerset: Faha
 Signature: _____
 Name (Printed): Alon Seck
 Title: Mayor
 Date: 2/15/24

EXHIBIT A: SCOPE OF SERVICES

Phase 2 - Project Administration and Financial Management

Consultant will:

1. Set up COAG Program in accordance with the "The Common Rule" COB Handbook And for "State of Colorado" OAG, etc.
2. Prepare Executive Memoranda, requested by the funding agency.
3. Establish financial management procedures and controls for the program.
4. Set up necessary books of account.
5. Prepare City/State Staff Invoices on a regular basis for reimbursement.
6. Prepare pay-invoices for approval by City Council.
7. Prepare AIC Request for Payment.
8. Establish project files in accordance with the Department for Local Government.
9. Work with Client to review and implement all required state procedures for the Federally funded program.
10. Other tasks or responsibilities related to the project administration and financial management.

The responsibility of these services shall be to provide high quality services as necessary to ensure the timely and efficient administration of the program for the 2022 Public Health and Safety Grant. The Consultant shall provide the following services in accordance with the scheduled phases of the overall program. The consultant will also provide the following support services to ensure the timely and efficient administration of the program and the timely and efficient administration of the program.

Client will:

1. Work with Consultant and AIC and City Clerk to ensure timely and efficient administration of the program for the 2022 Public Health and Safety Grant.
2. Coordinate to the Consultant for all required documents.

CONTRACT

8

There being no further business the meeting was adjourned at 7:01 p.m.

APPROVED: _____



MAYOR

ATTEST: _____



CITY CLERK