

Resolution 17-26

RESOLUTION OF AUTHORITY

CERTIFIED RESOLUTION OF GOD'S OUTREACH MADISON COUNTY FOOD BANK

WHEREAS, this certifies that Anthony Lowery is the duly elected President of the God's Outreach Madison County Food Bank, Richmond, Kentucky, and,

NOW, THEREFORE, BE IT SO RESOLVED, that President is hereby authorized to enter into a Legally Binding Agreement with the Madison County Fiscal Court for the purpose of finalizing a Grant Agreement with the Commonwealth of Kentucky, Department for Local Government for the construction of a Community Services facility.

BE IT SO RESOLVED on this 25th day of September, 2017.

Attest

Director/President

LEGALLY BINDING AGREEMENT

Madison County Food Bank Expansion Project, Phase II

This agreement entered into this 26th day of September 2017, by and between the Madison County Fiscal Court, Kentucky, herein referred to as the "Recipient" and God's Outreach Madison County Food Bank, herein referred to as the "Participating Party". This agreement is being executed in three original contracts, each of which is deemed an original.

WHEREAS, the Recipient shall enter into a Grant Agreement (#16-030) with the Commonwealth of Kentucky, Department for Local Government (DLG) and;

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Participating Party contracting to undertake certain responsibilities, and;

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Recipient does hereby agree as follows:

- a. To carry out and perform all of the activities required under the proposed Terms and Conditions of the Community Development Block Grant Agreement (#16-030), which agreement is incorporated herein by reference as if copied in full.
- b. To provide due diligence in monitoring the Participating Party to assure that it complies with all State and Federal regulations in implementing this proposed Community Development Block Grant Program.
- c. To receive CDBG funds to carry out and perform all of the activities required under the proposed terms and conditions of the Community Development Block Grant "Grant Agreement" which agreement has been incorporated herein by reference as if copied in full. This shall include the procurement of the Project Architect and Project Contractor or any other specialized vendor needed to complete the Project. The Recipient shall contract with these firms/companies to design and construct the facility; the Participating Party shall have the final decision relating to the final design and construction once it commences.
- d. To provide assurance that the building's design is in compliance with all Americans with Disabilities Act (ADA) requirements.
- e. To provide approval of building design from Housing, Building and Construction or the local equivalent before bids are solicited or accepted.
- f. To provide assurance that Davis-Bacon and state wage rates will be incorporated into all construction contracts where they are applicable.

2. The Participating Party agrees as follows:

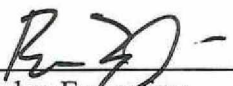
- a. The God's Outreach Food Bank is hereby designated as the agent for the Grantee in administering and implementing the CDBG Program. As this Agent, it shall be its responsibility to apply all rules, regulations and policies of the CDBG Program any activities related to the Project. Duties shall include procurement of professional project administrative services, professional architectural services, general contracting services and all other services deemed necessary for the successful completion of the Project.
 - b. That the God's Outreach Food Bank will approve all reports, expenditures and other correspondence and data necessary to implement the program and reports on said implementation will be made to the Grantee each month for their information and approval.
 - c. To maintain for a period of three years following project closeout, all employment records related to the project to include but not be limited to, the Employee Survey Forms, Employee Characteristics Record and Employee Characteristics Sumarization.
 - d. To maintain for a period of three years following project closeout all financial records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement. Such records include, but are not limited to, ledgers, bank statements, contracts, invoices and reports.
 - e. To grant access to inspect, copy, audit and examine at all reasonable times employment and financial records to any duly authorized representative of the Commonwealth, HUD Inspector General and General Accounting Office of the United States, for a period of up to three years following completion of closeout procedures.
 - f. That Anthony Lowery, Chairman for the God's Outreach Food Bank, is hereby designated as official representative to coordinate the Community Development activities with the Madison County Fiscal Court. Members of the Madison County Fiscal Court commission shall be kept fully informed of all activities and shall be invited to all meetings relating to the CDBG program.
 - g. The Participating Party shall comply with all State and Federal laws and regulations pertinent to the project.
3. The Recipient and the Participating Party shall comply with all State and Federal laws and regulations pertinent to this proposed project.
4. All parties further agree to the following terms and conditions:
- a. That no transfer of grant funds by the Recipient to the Participating Party shall be or be deemed an assignment of grant funds and that the Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the herinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.
 - b. That it acknowledges that nothing contained in the said Agreement nor any Contract between the parties hereto nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship, a Third Party Beneficiary, Principal and Agent, Limited or General Partnership, or Joint Venture, or any association or relationship involving the Commonwealth.

- c. That the Recipient shall not be liable to any party except the Commonwealth for the comparison of or the failure to comply with any activities which are a part of the project, herein contemplated, except those specified in Exhibit B of said Grant Agreement.
- d. None of the Participating Parties Designees, Agents, Members, Officers or Employees has or shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds thereof for work to be performed in conjunction with the construction of the facility herein contemplated at anytime during or after such persons tenure with the Participating Party.
5. The obligations of the Parties who are signatures to this Legally Binding Agreement are totally contingent upon the obtaining of a Grant Award and the release of funds from the Commonwealth of Kentucky Department for Local Government and no project activities other than environmentally exempt activities may occur until the release of funds is achieved.
6. The Recipient and Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made part of this Legally Binding Agreement. Said requirements shall not be limited to Exhibit C of the Grant Agreement.

The agreement becomes binding on the Parties this day, month and year first herein before written.

Madison County Fiscal Court

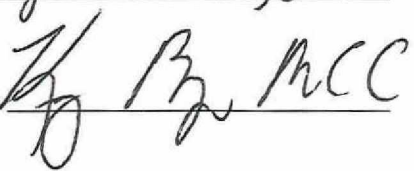
God's Outreach Madison County Food Bank

By: 
Judge Executive

By: _____
Director/President

Date: September 25, 2017

Date: _____

Attest: 

Attest: _____

CERTIFICATION OF LEGALLY BINDING AGREEMENT
AND LOAN/LEASE DOCUMENTATION

Pursuant to Exhibit B and Exhibit C of the Kentucky Community Development Block Grant Contract between the Madison County Fiscal Court, Kentucky and the Commonwealth of Kentucky Department for Local Government (DLG), I hereby submit the following legal opinion in regard to the Evidentiary Material required to be furnished by the Madison County Food Bank and the Madison County Fiscal Court.

1. I am an attorney for the Madison County Fiscal Court, Kentucky, Recipient of the Kentucky Community Development Block Grant Contract referred to above.
2. I am basing my legal opinion on copies of the grant documents and upon my information and belief. I do not have personal knowledge of any of the facts alleged herein.
3. EVIDENCE OF CONTRACTS Attached is a copy of the Legally Binding Agreement, Contract, entered into by the Madison County Fiscal Court, Kentucky as attested to by Judge Executive, Reagan Taylor, and the Madison County Food Bank.

It is my opinion that Reagan Taylor, Judge Executive, is authorized to enter into the contract with the Madison County Food Bank. My opinion is based upon authorization approved by the Madison County Fiscal Court authorizing the Judge Executive to enter into the contract.

It is my opinion that Anthony Lowry is duly authorized by God's Outreach Madison County Food Bank to enter into the Legally Binding Agreement with the Madison County Fiscal Court. My opinion is based upon the attached Resolution from Madison County Food Bank.

IN WITNESS WHEREOF, I hereunto affix my signature on this 26th day of September 2017.



Marc Robbins, County Attorney