

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-30**

**A RESOLUTION FOR THE MADISON COUNTY FISCAL COURT TO ENTER INTO
A LEGALLY BINDING AGREEMENT BETWEEN THE MADISON COUNTY FISCAL
COURT AND GOD'S OUTREACH MADISON COUNTY FOOD BANK**

WHEREAS, the Madison County Fiscal Court (Recipient) wishes to enter into a Legally Binding Agreement with God's Outreach Madison County Food Bank (Nonprofit) for the God's Outreach Project Community Development Block Grant (CDBG) #20C-174; and

WHEREAS, the Nonprofit will be responsible for all cost overruns for the above-referenced project as stated in the Legally Binding Agreement, which is attached hereto this Resolution; and

WHEREAS, it is necessary under the regulations as promulgated by the Commonwealth of Kentucky that the Madison County Fiscal Court approve the Legally Binding Agreement for undertaking the Madison County God's Outreach Project Community Development Block Grant (CDBG) #20C-174;

NOW, THEREFORE, BE IT RESOLVED THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THE TERMS OF THIS LEGALLY BINDING AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Barger

Vote:	Yes	No
Judge Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate Ben Robinson III	<u>✓</u>	<u> </u>
Magistrate John Tudor	<u>✓</u>	<u> </u>
Magistrate Roger Barger	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

R-79
Reagan Taylor
Madison County Judge Executive

Attested:

Kg Bz BSC
Kenny Barger
Madison County Clerk

3-8-2022
Date

3-8-22
Date

Legally Binding Agreement

This agreement entered into this 11th day of March, 2022, by and between the **Madison County Fiscal Court**, hereinafter referred to as the Recipient, and the **God's Outreach Madison County Food Bank**, hereinafter called the Nonprofit. This agreement is being executed in three original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth, Department of Local Government; and

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

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Nonprofit;

NOW, THEREFORE, for and in consideration of the sum of \$950,000 paid to the Nonprofit, and in further consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The Recipient and Nonprofit do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated herein by reference as if copied in full.

The Nonprofit agrees as follows:

1.
 - a) The Nonprofit, upon Release of Funds, will ensure that the God's Outreach Madison County Food Bank will acquire a parcel of land located at 950 Four Mile Avenue, Richmond, KY. An approximately 5,680 square foot building will be constructed for use as a food distribution center.
 - b) The Nonprofit will ensure that the design of the building complies with all Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standard (UFAS) requirements.
 - c) The Nonprofit will provide the necessary architectural design and inspection to complete items a and b.
 - d) The Nonprofit will ensure that the structure is utilized as a food bank that benefits at least 51 percent low and moderate-income persons for a time period of no less than five (5) years from date of the project closeout, thereby, meeting the National Objective of low and moderate-income (LMI) benefit.

2. The Nonprofit will provide the necessary administration of the project by a certified CDBG grant administrator to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Judge Executive Reagan Taylor on November 10, 2021 and submitted on or about that date as part of the project application.
3. The Recipient will expend no more than \$50,000 in CDBG funds to cover the administrative costs of the project.
4. The Nonprofit will have the project advertised for bid within six (6) months and a contract awarded within seven (7) months from the date of the executed grant agreement. If it cannot be advertised for bid and under contract by this date, the applicant will submit notification to DLG that it will not accept the Block Grant but will instead reapply when the project is ready to bid.
5. The Nonprofit must provide assurances that Davis-Bacon wage rates will be incorporated into all construction contracts where they are applicable.
6. The Nonprofit will include in the bid document a requirement that the contractor erect a project sign according to CDBG specifications.
7. The Nonprofit will ensure that the facility will not be used for the general conduct of government.
8. The Nonprofit will ensure that any purchased appliances or equipment installed in the food distribution center must be permanently fixed to the facility and unable to be removed from the facility. DLG must be notified prior to all appliance and equipment purchases.
9. The Nonprofit will be responsible for all cost overruns.
10. Architectural services must be procured according to CDBG requirements if CDBG funds are paying for these services.
11. The Nonprofit ensures compliance with Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Section 504, Drug Free Workplace requirements, and the furthering of Fair Housing and promoting nondiscrimination. In addition, the applicant ensures compliance with all other State and Federal laws.

12. The Nonprofit shall provide funding in the following amount:

God's Outreach Madison County Food Bank	\$60,000
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13. The Recipient will enter into a legally binding agreement with God's Outreach regarding the occupancy, maintenance, repair, and insurance of the facility. It must clearly establish the terms and conditions under which the CDBG-CV funding is provided and establish a legal basis for action if those terms and conditions are not met. This agreement should contain the 5 years closeout provision.

**Madison County
Legally Binding Agreement**

This Agreement being formally adopted this 8th day of March, 20 22.

Recipient:

R-30-
Reagan Taylor, Judge Executive

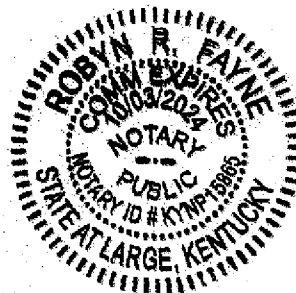
State of Kentucky

County of MADISON

Subscribed, sworn to, and acknowledged before me by REAGAN TAYLOR, of
MADISON COUNTY FISCAL COURT by and through its resolution, on this 8th
day of MARCH, 20 22.

My Commission expires: 10/3/2024

Robyn R. Fayne
Notary Public



Examined as to form and legality:

Jennie H. Raymond
Jennie Haymond, County Attorney

Nonprofit:

Just A. Jany
Executive Director

State of Kentucky

County of Madison

Subscribed, sworn to, and acknowledged before me by Lester A Lowery, of
Gods Outreach Madison County Fowlbants by and through its resolution, on this 11th
day of March, 2022.

My Commission expires: 05/15/22

G. K. Puckett
Notary Public

GREG K. PUCKETT
Notary Public-State at Large
KENTUCKY - Notary ID # 600666
My Commission Expires 05-15-2022