

LEGALLY BINDING AGREEMENT

This agreement entered into this ____ day of _____, 20__ by and between Kenton County Fiscal Court, hereinafter referred to as the Recipient, (and/or) Transitions, Inc., hereinafter called the Party. 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 of Kentucky, Department for Local Government, 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 {and/or} Nonprofit,

NOWHEREFORE, in further consideration of the mutual promises and covenants herein contained, It is agreed by and between the parties as follows:

The Recipient and Participating Party 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 Participating Party agrees as follows:

To perform project activities as enumerated in Exhibit B-2, Disc. Of Sub-recipient Activities, Participating Party Activities of the Grant Agreement as enumerated below:

The Sub-recipient shall perform activities as stated in the CDBG application and given preliminary approval in the month of May 2021 as summarized below:

- a) The Participating Party shall use CDBG funds for Transitions Recovery Kentucky operational cost, which are limited to salaries and large equipment items.
- b) The Participating Party shall implement the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
- c) The Participating Party shall collect and compile the necessary client income data and provide evidence that the project meets the National Objective of 51 percent low and moderate income (LMI) benefit during the CDBG funding period. This information must be reported to DLG on a bi-annual basis and/or made available upon request.
- d) The Participating Party shall collect and compile the necessary data (payrolls and receipts and performances measures) and provide evidence that the CDBG funds were used as stated in paragraph a.

- e) The Participating Party agrees to comply with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Judge/Executive, Kris A. Knochelmann and submitted on _____, 20____, as part of the project application.
- f) Maintain for a period of five years following project. Closeout all records and documents relative to reimbursement of any CDBG funds. Such records that include but are not limited to contracts, invoices, reports, payroll and receipts.
- g) That no transfer of grant funds by the Recipient to the nonprofit (and/or) Participating Party shall be or be deemed as assignment of grant funds, and that the nonprofit (and/or) Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities or interest in or under the said agreement.
- h) That the Nonprofit (and/or) Participating Party acknowledges nothing contained in the said agreement, nor In 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 or third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or any association or relationship involving the Commonwealth.
- l) That the Recipient shall not be liable to the Nonprofit (and/or) Participating Party or any party except the Commonwealth, for the completion or, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.
- j) None of the Nonprofit {and/or) Participating Party's designees, agents, members, officers or employees, has or shall have any interest, direct or Indirect, in any contract or subcontract of the proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Nonprofit (and/or) Participating Party.
- k) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department for Local Government and no project activities other than environmentally exempted activities may occur until the release achieved.
- l) Recipient, Nonprofit (and/or) Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement including the provision that at no time will the facility be used for general governmental purposes.
- m) The Legally Binding Agreement Standard Provisions attached to this Agreement as Exhibit I is considered to be an integral part of this as Federal laws and regulations are promulgated. The Nonprofit {and/or) Participating Party will be notified in writing If any changes occur.
- n) At no time will the facility be utilized for general government purposes.

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This Agreement being formally adopted this

_____ day of _____, 20_____.

Recipient

Kris A. Knochelmann

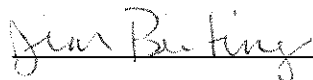
State of Kentucky, County of Kenton

Subscribed, sworn to and acknowledged before me by Kris A. Knochelmann, Kenton County Judge/Executive and through its resolution on this ____ day of _____, 20____

My Commission Expires:

Notary Public

Participating Party:

 _____

Jim Beiting

Transitions, Inc.