



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Consent Agenda Item (Action Item): Consider and approve Memorandum of Understanding between Floyd County Fiscal Court and the Floyd County Board of Education for the FRYSC Opioid Abatement Grant

Applicable State or Regulations: KRS 162.90 Powers and Duties of the Local Board

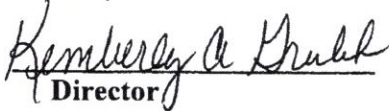
Fiscal/Budgetary Impact: Failure to sign and submit the MOU to the Fiscal Court may result in a loss of funding. The MOU is necessary for the district to receive reimbursement from the Floyd Fiscal Court for expenses related to implementing the Family Resource and Youth Service Centers Opioid Abatement Grant, with an amount of up to \$100,000. The district will invoice the Fiscal Court monthly for reimbursement of expenses associated with the grant's purpose.

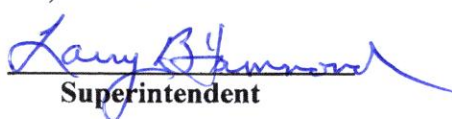
History/Background: The Floyd County Fiscal Court has received funds from the National Opioid Settlement to address the opioid crisis within the community. This Memorandum of Understanding establishes a partnership between the Fiscal Court and the Board of Education to effectively utilize these funds through the FRYSC Opioid Abatement Grant. This grant is dedicated to supporting families and children impacted by substance abuse, including those navigating recovery programs or experiencing incarceration. Its goal is to provide essential resources and support that foster stability and enhance the well-being of these families.

The Floyd County Board of Education will act as the fiscal agent for the Floyd County Family Resource Center and Youth Services for the grant.

Recommended Action: Approve as presented

Contact Person(s): Kimberly A. Grubb, FRYSC District Contact, 606-886-4555 and Teresa Griffith, FCHS FRYSC Coordinator, 606-358-9200


Director


Superintendent

Date: 10/22/24

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed this the 25th day of September by and between the County Fiscal Court located at 149 South Central Avenue, Suite 9, Prestonsburg, KY and Floyd County Board of Education, acting fiscal agent for Floyd County Family Resource Center and Youth Services Center, located at 651 KY RT 680 W, Eastern, KY.

Whereas, the Floyd County Fiscal Court has received funding from the National Opioid Settlement to be used to combat the opioid crisis in the community; and

Whereas, pursuant to KRS 15.291(5), the use of these funds to provide a comprehensive action plan that includes, subsection 15, 16 and 21 about opioids is an appropriate expenditure of these funds; and

Whereas, Floyd County Family Resource Center and Youth Services Center has a proposed project that will help fight the opioid epidemic, titled Opioid Crisis Solution for Floyd County Students With Unmet Needs (see attached project description); *and*

Whereas, the Floyd County Fiscal Court County hereby approves the proposed project and will fund project up to \$100,000.00 in Opioid Settlement Funds. The Floyd County Board of Education will send a monthly invoice for expenses for Floyd County Students with Unmet Needs by the 5th of each month. Further, the Floyd County Board of Education will keep all supporting documentation for each invoice a minimum of five (5) years.

Now, therefore, the understanding of the parties is as follows:

- 1) The Floyd County Family Resource Center and Youth Services Center has provided the Floyd County Fiscal Court a project comprehensive action plan agrees to remain in compliance with this plan. Floyd County agrees to provide The Floyd County Board of Education acting fiscal agent for the Floyd County Family Resource Center and Youth Services Center, One hundred thousand dollars and no cents (\$100,000.00) from the county's National Opioid Settlement funds to be paid out as follows:
- 2) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, strategy will include evidence-based strategies for opioid use prevention, outreach, harm reduction, treatment or any combination herein.
- 3) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services Center, will provide updates to the Fiscal Court on a quarterly basis and upon request in the manner requested by the Fiscal Court.

- 4) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services Center, will send a detailed invoice for payment at the end of month. Further, the Floyd County Board of Education will keep all invoices and supporting documentation a minimum of five (5) years for the Opioid Funds received for the Expenses of Floyd County Students with Unmet Needs.
- 5) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services Center, will develop a reporting form, acceptable to the Floyd County Fiscal Court, of its compliance with KRS 15.291 and 15.293 and any regulations filed pursuant to KRS 15.291 and 15.293.
- 6) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, will develop a reporting form, acceptable to the Floyd County Fiscal Court, of its activities regarding project performance and expenditures. These reports will be done in compliance with KRS 15.291 and 15.293 and any regulations filed pursuant to KRS 15.291 and 15.293.
- 7) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, agrees that all programs, activities and services will be provided equally without regard to race, color, religion, national origin, age, sex, sexual orientation, gender identity or disability.
- 8) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or termination; rate of pay and other forms of compensation; and selection for training. Nonprofit/third party agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.
- 9) The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, agrees to comply with all applicable requirements under KRS 65A.010 et seq, if applicable.
- 10) It is specifically understood that this Agreement does not create a joint venture between the parties, nor do the parties have a principal/agency relationship, a master/servant or employer/employee relationship, nor any other type of legal relationship which may be construed to be such that the parties are involved in joint activities by virtue of this agreement. The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, is solely responsible for all claims by third parties related to this project and agrees to hold the Floyd County Fiscal Court free and harmless from any claims for liability which may be made against it as a result of

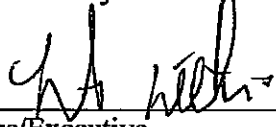
the activities of the Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services, including costs and attorney fees.

- 11) The parties reserve the right to cancel and terminate this Agreement at any time, with or without cause, with sixty (60) days written notice. If either party terminates this Agreement, then the nonprofit/third party shall be required to refund all funds that it has received for the project unless the refund requirement is waived by the county.

- 12) If the Floyd County Board of Edu, fails to comply with the requirements herein causing the Floyd County Fiscal Court to be ineligible to use its payments received from the National Opioid Settlement for this project, then The Floyd County Board of Education acting fiscal agent for the Floyd County Family Resource Center and Youth Services agrees to refund to the Floyd County Fiscal Court all funds that it has received under this memorandum of Understanding.

The term of this Agreement shall commence 11/1/24, and shall continue through 4/1/25 unless terminated prior to this date pursuant to this Agreement.

Floyd County Fiscal Court



Judge/Executive

October 21, 2024

The Floyd County Board of Education, acting fiscal agent for the Floyd County Family Resource Center and Youth Services

_____, 2024
Signing Agent for Nonprofit/third party