

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2024-089**

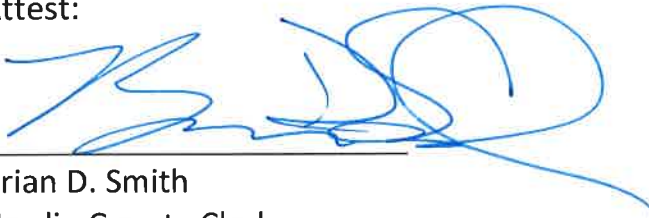
BE IT RESOLVED, upon recommendation of the Hardin County Attorney, Jenny Oldham, to affirm the County Attorney entering into a Memorandum of Agreement with Volunteers of America for expenditure of \$60,000 per year for Fiscal Years 2025-2029 of Phase 1 Opioid Settlement Funds awarded to Hardin County to support operation of a Family Recovery Court in Hardin County consistent with Hardin County Fiscal Court Resolution 2022-236.

APPROVED, by Hardin County Fiscal Court in its regular meeting on 23 April, 2024.



Keith L. Taul
Hardin County Judge/Executive

Attest:



Brian D. Smith
Hardin County Clerk

Prepared:



Jennifer B. Oldham
Hardin County Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN THE HARDIN COUNTY ATTORNEY'S OFFICE
AND
VOLUNTEERS OF AMERICA, INC.
FOR
FAMILY RECOVERY COURT**

This Memorandum of Agreement is made and entered into on this 27 day of March 2024, by and between the Hardin County Attorney's Office (HCAO), 217 N. Main Street, Elizabethtown, KY 42701 and Volunteers of America, Inc. (VOA) a nonprofit corporation, 570 South Fourth St., Suite 100, Louisville, KY 40202.

WHEREAS, Hardin County Fiscal Court allocated Phase 1 of Opioid Settlement Funds to the Hardin County Attorneys Office in Resolution 2022-236 to be expended for projects and purposes consistent with KRS 15.291;

WHEREAS, the Hardin County Attorney has worked with the Hardin County Family Court Judges and Volunteers of America to initiate and establish a Family Recovery Court in Hardin County for those parents in Hardin County whose children have been removed from their custody or who are at high risk to have their children removed from their custody due to a substance use disorder;

WHEREAS, the goal of Family Recovery Court is to provide treatment, recovery services and to support sobriety for parents with a substance abuse disorder in order to reduce the instance of children in Hardin County being placed in out of home care and to support reunification of families;

WHEREAS, KRS 15.291(5)(b)(26) expressly permits local government opioid settlement funds to be used for the support of evidence-based treatment and recovery courts for substance use disorders.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. That \$60,000 per Fiscal Year of Hardin County Opioid Phase 1 Settlement Funds allocated to the HCAO by Hardin County shall be distributed by the Hardin County Treasurer to VOA in support of the operation of Family Recovery Court in Hardin County beginning on or about July 1, 2024 and continuing annually for a total of 5 years until June 30, 2029;
2. Such funds shall be used exclusively by VOA for services through Family Recovery Court in Hardin County and not for any other program administered by VOA;

3. Any funds not expended by VOA in the same Fiscal Year received shall not lapse nor affect the next Fiscal Year's payment and will carry-over to successive Fiscal Years for use consistent with this agreement;
4. Hardin County will be responsible for annual certification of the \$60,000 payment disbursed to VOA as required by the Kentucky Opioid Abatement Commission and/or the trustee appointed to manage the funds, and as otherwise required by law for a local government recipient;
5. As a sub-recipient of local Opioid Settlement Funds, VOA shall be responsible for any certification of funds as may be required by the Kentucky Opioid Abatement Commission and/or the trustee appointed to manage the funds, and as otherwise required by law of a subrecipient.
6. VOA bears the sole responsibility for repayment of any opioid settlement funds to Hardin County and/or the Trustee should an audit or other legal authority determine an expense to be impermissible pursuant to KRS 15.291. VOA releases the HCAO and Hardin County, Kentucky of any liability for repayment of any amounts under this agreement.
7. Payment under this agreement is conditioned upon Hardin County receiving sufficient Phase 1 Opioid Settlement Funds. Should Hardin County not receive sufficient Phase 1 Opioid Settlement Funds to be distributed consistent with this agreement, there shall be no further obligation of or liability for Hardin County to make the expenditure to VOA under this agreement;

By signature, the Parties agree to all of the conditions as stated above:

Hardin County Attorney


Jennifer B. Oldham

Date: 4-23-24

Volunteers of America Mid-States


Tom George, CFO

Date: 3/27/2024

This agreement approved and adopted by Hardin County Fiscal Court consistent with Hardin County Resolution 2022-236 this 23rd day of April 2024.


Judge Keith L. Taul
Hardin County Judge/Executive