



**NYE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

Department: Health & Human Services	Meeting Date:
Category: Regular Agenda Item	January 22, 2025
Prepared by: Karyn Smith	Phone: 751-7096
Presented by: Karyn Smith	Phone: 751-7096

Action requested: (Include what, with whom, when, where, why, and terms)

Discussion and deliberation to:

- a. Accept a Funding Agreement with NyE Communities Coalition to provide funding for a case manager, case worker and services to the community through the FASTT/MOST Program for calendar year 2025 in the amount of \$94,854.00. No County match required;
- b. Execute the Funding Agreement; and
- c. Fund to 10283 Indigent.

Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)

NyE Communities Coalition will coordinate contracted services for the FASTT/MOST Program for the Community Deflection Program Manager to provide case management to inmates at the Nye County Detention Center a minimum of 40 hours per week, will ensure proper program oversight and reporting. The maximum total amount payable per this agreement will be \$94,854.00 within the budgetary term of January 1, 2025 to December 31, 2025.

Reporting and invoices will be submitted monthly.

Services provided in through the Funding Agreement will be budgeted through the Health and Human Services Indigent Fund 10283

Recommendation:

Staff recommends approval.

Financial Impact

Cost: \$ 0.00	Fund Name: Nevada Department of Business and Industry Housing Division	Fund #: 10283
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	FY: 2025	<input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Recurring

Comments:

Review & Approval

Legal Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Legal Approval Received: <input checked="" type="checkbox"/>	Date: 12/26/24
Financial Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Submitted to Finance: <input type="checkbox"/>	Date:
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 32

**NyE Communities Coalition – FASTT/MOST PROGRAM
FUNDING AGREEMENT 2025**

I. Parties

THIS AGREEMENT is made on the 1st day of January 2025, by and between Nye County hereinafter referred to as “Grantor”, and the NyE Communities Coalition hereinafter referred to as “Grantee”.

II. Recitals

WHEREAS, the Grantee has requested this funding to provide a case worker and services to the community through the FASTT/MOST Program.

WHEREAS, the Grantor recognizes the importance of ensuring the health, safety, and welfare of our County’s residents;

NOW THEREFORE, the Grantor and Grantee hereby voluntarily enter into this Agreement.

III. Consideration

The maximum total amount payable to Grantee by Grantor through this Agreement will be up to \$94,855.00 within the following budgetary limitation for the term of January 1, 2025 to December 31, 2025:

Item	Total
January 1, 2024-December 31, 2024: Full-time, Exempt, Community Deflection Program Manager. Annual Salary - \$55,000, 30% Fringe	\$46,475.00
Community Health Worker – Supports the deflection program, delivers deflection services to community members, connects with local law enforcement, makes referrals, provide linkages, collects and inputs data, completes tasks. \$36,420, 30% Fringe	\$9,469.00
Travel – Too/From Carson/Reno and other Rural Counties to deliver prevention programming, collect data, develop plans, and create systems of prevention.	\$1,745.00
Building Space/Operations – Office supplies, printing, utilities, software, updates, license fees, rent insurance, background checks, marketing/program materials, barrier removal, training registration, certificates webinars, communication, etc. - \$26,301	\$24,794.00
Indirect Costs - \$9,441	\$12,372.00
Budget	<u>\$94,854.00</u>

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By accepting the funds, Grantee agrees to abide by all funding requirements as described herein. Grantee will ensure that the funding will be utilized only as authorized pursuant to this Agreement.

IV. Scope of Service

Activities

1. General Statement

The Grantee will coordinate contracted services for the FASTT/MOST Program for the Community Deflection Program Manager to provide case management to inmates at the Nye County Detention Center a minimum of 40 hours per week. The Grantee will ensure proper program oversight and reporting is provided per this Agreement.

2. Administration

Grantee shall administer activities as outlined and provide monthly reporting on actual activities, number of participants in project, number of outreach activities conducted with number of community members in attendance.

VI. Funding Requirements

The following requirements must be complied with to meet the requirements of Nye County Social Services:

Requests for funds to be received by the 10th of each month with reporting with copies of receipts supporting expenditures. Grantee will report any additional funding obtained to support the project costs.

VII. Performance Monitoring

The Grantor will monitor the performance of the Grantee against goals and performance standards as stated above. Substandard performance, as determined by the Grantor, in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

VIII. General Conditions

The Grantee further agrees to utilize the funding available under this Agreement to supplement rather than supplant funds otherwise available.

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IX. Independent Contractor Status

In the performance of all services in executing the purposes of the grant, Grantee shall be, and acknowledges that Grantee is, in fact and law, an independent contractor and not an agent or employee of Grantor. Grantee has and retains the right to exercise full supervision and control over the manner and methods of providing services. Grantee retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Grantee in the provision of services. With respect to Grantee employees, Grantee shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, State, or local, and compliance with any and all other laws regulating employment.

X. Indemnification

Grantee agrees to indemnify, defend and hold harmless the Grantor and the Grantor's employees, agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees of counsel retained by Grantor, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Grantee or Grantee's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. This clause includes, but is not limited to, any penalties, fees or repayments required by the State for failing to comply with the requirements of the grant funding as specified in this agreement. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement by any person or entity.

XI. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

XII. Insurance & Bonding

Grantee shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

XIII. Amendment and Non-Waiver

This Agreement may be amended or modified only by written agreement of all

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parties. No covenant or condition of this Agreement can be waived except by the written consent of the Grantor. Forbearance or indulgence by the Grantor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be completed by Grantee.

XIV. Suspension or Termination

The Grantor may suspend or terminate this Agreement if Grantee materially fails to comply with any terms of this Agreement. This Agreement may also be terminated for convenience by either the Grantee or Grantor, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantor determines that remaining portion of the award will not accomplish the purpose for which the award was made, the Grantor may terminate the award in its entirety.

XV. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

XVI. Notices

All notice and report filing requirements shall be given to the Grantor at the Following address:

'For the purpose of complying with the date requirements of reports specified herein, the Grantee shall be deemed to have received the report upon actual receipt of the report, or if sent via certified mail, five days after mailing the report, whichever occurs first.

In Witness Whereof, the parties have executed this Agreement on the date written.

Approved by:

:

Authorized Representative

Date

:

Authorized Representative

Date

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