

## **MUNICIPAL ORDER 18-2023**

**A MUNICIPAL ORDER REPEALING IN ITS ENTIRETY MUNICIPAL ORDER 48-2022 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY FISCAL COURT FUNDING A JUVENILE DRUG AND MENTAL HEALTH COURT PROGRAM FOR FOUR (4) YEARS AND DESIGNATING DAVIESS COUNTY PUBLIC SCHOOLS AS THE PROGRAM'S SUPERVISING AGENCY AND FISCAL AGENT.**

**WHEREAS**, on December 6, 2022, the Board of Commissioners of the City of Owensboro approved Municipal Order 48-2022 authorizing and directing the Mayor to execute a Memorandum of Agreement between the City of Owensboro and Daviess County Fiscal Court funding a Juvenile Drug and Mental Health Court Program for four (4) years; and

**WHEREAS**, since that date it has become apparent that a new supervising agency and fiscal agent is needed to ensure the efficient operation of the program, and Daviess County Public Schools has agreed to serve as the program's supervising agency and fiscal agent.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:**

**Section 1.** The City of Owensboro, Kentucky, by and through its Board of Commissioners, hereby repeals Municipal Order 48-2022, which authorized and directed the Mayor to execute a Memorandum of Agreement between the City of Owensboro and

Daviess County Fiscal Court to provide funding for the Juvenile Drug and Mental Health Court Program

**Section 2.** That the Mayor be, and he hereby is, authorized and directed to execute an updated Memorandum of Agreement between the City of Owensboro and Daviess County Fiscal Court funding a Juvenile Drug and Mental Health Court Program for four (4) years and designating Daviess County Public Schools as the program's supervising agency and fiscal agent.

**Section 3.** That the Mayor, City Manager, and other city staff as appropriate are hereby authorized and directed to execute any other documents in furtherance thereof.

**INTRODUCED, PUBLICLY READ AND APPROVED ON ONE READING**, this the 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

**MEMORANDUM OF AGREEMENT  
DAVISS COUNTY FISCAL COURT AND  
THE BOARD OF COMMISSIONERS OF THE CITY OF OWENSBORO, KENTUCKY  
FUNDING A JUVENILE DRUG AND MENTAL HEALTH COURT**

**WHEREAS**, The City of Owensboro ("City") and Daviess County Fiscal Court ("County") recognize that juvenile substance abuse and mental health affects the public health and welfare of the City and County by its progressive, chronic and potentially terminal impact on individuals, their families, schools and the community; and

**WHEREAS**, juvenile substance abuse and mental illness create problems in our medical, educational, legal, social and occupational systems that result in extensive financial costs each year; and

**WHEREAS**, the City and County want to organize and focus public attention, attitude, involvement and resources to create partnerships and solutions to treat and reduce the influence or to eliminate the incidence and effect of substance abuse and mental illness particularly among our children, on individuals, our medical, educational, legal, social and occupational systems; and

**WHEREAS**, the Commonwealth of Kentucky funded a Juvenile Drug Court in Owensboro and Daviess County for several years which provided a method to reduce and treat the juvenile substance abuse problem in our community; and

**WHEREAS**, the Commonwealth eliminated funding for the Juvenile Drug Courts across the state; and

**WHEREAS**, the Daviess County Attorney's Office created an adult Mental Health Court which serves as a model for the state-wide implementation of an adult mental health court system; and

**WHEREAS**, local citizens involved in the creation, facilitation and operation of the Juvenile Drug Court program funded by the Commonwealth proposed to the City of Owensboro and the Daviess County Fiscal Court a method to re-establish a local Juvenile Drug Court program; and

**WHEREAS**, the Board of Commissioners of the City of Owensboro and the Daviess County Fiscal Court agree that the proposed Juvenile Mental Health combined with the existing Juvenile Drug Court program, will treat children abusing substances, particularly those with co-existing mental health issues as well as supporting their families. Further the proposed combined Juvenile Drug and Mental Health Court will create a method to help eliminate drug, alcohol and substance abuse among our children and their families and will facilitate the families and children in receiving needed mental health related treatment; and

**WHEREAS**, the additional community cooperation and communication created by a combined Juvenile Drug and Mental Health Court will create a program that ensures the continued operation of programs to treat children with substance abuse and mental illness and engage their families and other treatment providers to encourage a multi-disciplinary approach to reducing the incidence of juvenile offenses related to substance abuse and mental illness; and

**WHEREAS**, the Board of Education of Daviess County, Kentucky ("DCPS"), a public school board existing pursuant to, and in accordance with, the laws of the Commonwealth of Kentucky, recognizes that an expanded Juvenile Drug and Mental Health Court will serve the needs of the educational system by helping to identify, counsel and treat students in the school with mental health and substance use and abuse issues, and



**WHEREAS**, DCPS considers the Juvenile Drug and Mental Health Court a reasonable and necessary extension of the educational process and considers serving as the fiscal agent for Juvenile Drug and Mental Health Court an adjunct of the public schools outreach to community and additional tool for providing services to students.

**WHEREAS**, the Board of Commissioners of the City of Owensboro and the Fiscal Court of Daviess County authorize the Mayor of the City of Owensboro and the Judge/Executive of the Daviess County Fiscal Court to expand and fund, for up to four additional years, a Juvenile Drug and Mental Health Court program in Owensboro and Daviess County to work toward eliminating drug, alcohol and other substance abuse among the juveniles in our community, to reduce juvenile mental health issues. The program will refer, monitor juveniles in the program and will coordinate with schools and community partners including providers to ensure an effective, coordinated response to juvenile public offenses related to substance use and mental illness.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND BENEFITS THE DAVIESS COUNTY FISCAL COURT AND THE BOARD OF COMMISSIONERS OF THE CITY OF OWENSBORO AGREE THAT:**

**Section 1. Effective Date/Duration.** This Memorandum of Agreement inclusive of all agreements and undertakings memorialized herein (collectively, the “MOA”) shall be effective immediately upon signing by the parties and shall end on December 31, 2026 unless extended by the City and County as provided by this MOA.

**Section 2. Purpose.** The purpose and intent of this MOA is to expand Juvenile Drug Court to include mental health services and support and extend funding necessary to administer the Juvenile Drug and Mental Health Court fund and recognize DCPS as the appropriate entity to administer the Juvenile Drug and Mental Health Court program in Owensboro and Daviess County which will work to eliminate mental illness as it relates to drug, alcohol and other substance abuse among juveniles in our community engaged in criminal activity. DCPS agrees to serve as the supervising agency of the Juvenile Drug and Mental Health Court because it recognizes and understands the importance and relevance of the program for local students and the community.

**Section 3. Juvenile Drug Court Team.**

(a) The Team shall include a Director of the program; a District Court Judge; an Assistant Public Advocate; a DCPS employee designated by the DCPS Superintendent; superintendent of the Owensboro Day Treatment program; up to seven community volunteers with an interest in, or relevant experience in mental health and/or substance use identified by the Director (the “community members”). The Daviess County Attorney, in his/her discretion, or a designated Assistant County Attorney may also participate. The Director, District Judge and DCPS Superintendent shall nominate the community members and provide their names and affiliation to the Judge/Executive and Mayor for approval and appointment by County and City, respectively. All members of the Team shall participate in, support and advance the mission of the Juvenile Drug and Mental Health Court.

(b) Funding: City and County shall provide \$75,000.00 each, annually for the operation of the Juvenile Drug and Mental Health Court.

(c) County and City hereby designate DCPS to serve, and DCPS hereby agrees to serve, as the Fiscal Agent and shall disburse all funds for the program to DCPS. DCPS shall hold and administer all program funds pursuant to this MOA.

(d) DCPS, in its discretion, may withdraw as Fiscal Agent of the Juvenile Drug and Mental Health Court upon providing City and County with no less than ninety (90) days' written notice of its intent to withdraw as Fiscal Agent. Upon the effective date set forth in its written notice of withdrawal, or immediately should City and/or County fail to make any required funding contribution, all duties and obligations of DCPS under (or incidental to) this MOA shall cease and terminate, including continued employment of the program Director.

(e) The City of Owensboro and Daviess Fiscal Court each shall pay their portion of the funding to DCPS's Treasurer, in quarterly installments of \$18,750.00 on April 1, July 2, October 1, and December 1 of each calendar year during the term of this MOA.

(f) DCPS Superintendent, with advice of the District Judge, shall hire, employ and supervise the program Director. The Director shall be considered a classified employee of DCPS for purposes of payroll and retirement concerns and calculations. The Director, at all times, shall be subject to all applicable DCPS employee policies and procedures.

(g) The District Judge shall ensure the program Director has adequate office space to facilitate the effective administration of the mission of the Juvenile Drug and Mental Health Court at the Morton Holbrook Judicial Center; provided, however, in no event shall DCPS be responsible for payment of any rent or other costs associated with such office space. The Director shall move out of the County Attorney's office within thirty (30) days of the full execution of this MOA.

(h) The budget for the Juvenile Drug and Mental Health Court shall allocate sufficient funds to pay a Director, supply counseling, educational resources, drug screening and other such resources the Team determines are reasonable and necessary to encourage and promote participant accountability.

(i) The Director's duties include, but are not limited to:

- (i) Connect participants and their families to appropriate resources to ensure compliance with the program goals,
- (ii) Serve as the participants' and families' contact for their court related activities and as crisis response for the participants and their families,
- (iii) Assist participants and families in eliminating barriers to treatment,
- (iv) Direct and facilitate the Juvenile Drug and Mental Health Court process and procedures,
- (v) Collaborate with the schools, providers and law enforcement to ensure participant access to mental health and substance use services,
- (vi) Recommend and refer court-active juveniles to community or school-based programs as part of the juveniles' dispositional recommendations,
- (vii) Advise and recommend to the judge treatment options for participants, and
- (viii) Submit an annual written report to City and County detailing a monthly summary of the deliverable(s) of the program (and such other written reports and City and/or County may, from time to time, request) and, if requested by City and/or County, present such annual report at any opening meeting of the applicable governing body.



**Section 4. Termination.** This MOA shall remain in full force and effect until December 2026; provided, however, City and/or County may withdraw from this MOA by providing no less than ninety (90) days' written notice of withdrawal to the other parties. The City and County may agree to extend the Juvenile Drug and Mental Health Court program with the advice and consent of the Board of Commissioners and the Daviess County Fiscal Court and the Board of Education of Daviess County, Kentucky.

**Section 5. Further Acts and Deeds.** The Mayor and the County Judge/Executive, on behalf of the City and County respectively, and DCPS's Superintendent are authorized and directed to execute, acknowledge, and deliver any and all other documents, certificates or instruments necessary or required to effectuate this MOA.

**Section 6. Assignment.** No party(ies) may assign its(their) rights or interest in the property without the consent of the other party(ies).

**Section 7. Governing Law.** This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**Section 8. Severability.** If any provision of this MOA is found unconstitutional or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such provision shall not affect any or all of the remaining provisions of this MOA.

**IN WITNESS WHEREOF,** the parties have caused this Memorandum of Agreement to be executed by their respective duly authorized representatives effective the \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF OWENSBORO**

BY: \_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Davis, City Clerk

**DAVIESS COUNTY, KENTUCKY**

BY: \_\_\_\_\_  
Charlie Castlen, Judge/Executive

ATTEST:

\_\_\_\_\_  
Jennifer Warren  
Fiscal Court Clerk

**BOARD OF EDUCATION OF DAVIESS  
COUNTY, KENTUCKY**

BY: \_\_\_\_\_  
Todd Anderson, Board Chair

ATTEST:

\_\_\_\_\_  
Matthew Robbins, Superintendent