

MUNICIPAL ORDER 28-2026

A MUNICIPAL ORDER 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.

WHEREAS, the Board of Commissioners of the City of Owensboro and the Daviess County Fiscal Court have previously entered into Agreements providing funding for a Juvenile Drug Court Program; and

WHEREAS, local citizens have expressed an interest in continuing the Juvenile Drug Court Program and in facilitating children with substance abuse problems in receiving needed mental health treatment through the establishment of a Juvenile Drug and Mental Health Court Program; and

WHEREAS, the City and County wish to enter into a Memorandum of Agreement that the City and County will each provide funding for the Juvenile Drug and Mental Health Court Program in the amount of \$75,000.00 annually for the next four (4) years through December 31, 2030.

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

Section 1. That the Mayor be, and he hereby is, authorized and directed to execute a Memorandum of Agreement between the City of Owensboro and the Daviess County Fiscal Court funding the Juvenile Drug and Mental Health Court Program for four (4) years through December 31, 2030.

Section 2. That the Mayor be, and he hereby is authorized and directed to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement the Memorandum of Agreement between the City and Daviess County Fiscal Court.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 1st day of September, 2026.

Thomas H. Watson, Mayor

ATTEST:

Beth Davis, City Clerk

**MEMORANDUM OF AGREEMENT
DAVIESS 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 affect 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.

WHEREAS, the Daviess County Public Schools and the Owensboro Public Schools recognize 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, the Daviess County Public Schools and the Owensboro Public Schools consider the Juvenile Drug and Mental Health Court a reasonable and necessary extension of the educational process and consider 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 Agreement shall be effective beginning January 1, 2027 and shall end on December 31, 2030 unless extended by the City and County as provided by this agreement.

Section 2. Purpose. The purpose and intent of this agreement 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 the Daviess County Public Schools 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; the Daviess County Attorney, or a designated Assistant County Attorney; an Assistant Public Advocate; a member of the city and/or county school systems designated by the Superintendent(s); 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 and approved by the team members. The Director and Public-School representative shall select the members and provide their names and affiliation to the Judge/Executive and Mayor for approval. All members of the Team shall participate in, support and advance the mission of the Juvenile Drug and Mental Health Court.
- b. Funding: the City and County shall provide \$75,000.00 each, annually for the operation of the Juvenile Drug and Mental Health Court.
- c. Daviess County Fiscal Court shall designate the Daviess County Public Schools to serve, and DCPS agrees to serve, as the Fiscal Agent and DCPS shall disburse all funds for the program through the Daviess County Public Schools. DCPS shall hold and administer all program funds.
- d. The City of Owensboro and Daviess Fiscal Court each shall pay their portion of the funding to the Daviess County Public Schools Treasurer, in quarterly installments of \$18,750.00 on April 1, July 2 October 1, and December 1 of this agreement.
- e. 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 finding contribution, all DCPS duties and obligations under, or incidental to this MOA shall cease and terminate, including continued employment of the program Director.
- f. The Daviess County Public Schools Superintendent, in consultation with City and County, shall hire, employ and supervise the program Director. The Director shall be considered an employee of the Daviess County Public Schools for purposes of payroll and retirement concerns and calculations.

- g. 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.
- h. The Director's duties include, but are not limited to:
 - i. Connecting program participants, as well as juveniles in the Court system and their families, to appropriate resources to ensure compliance with the program goals and court orders,
 - 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, and
 - 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 Juvenile Court treatment options available for participants and juveniles active with the Court.
 - viii. The program Director, in consultation the Program Team may designate preferred providers for the services for which the Juvenile Drug and Mental Health Court offers its participants.
 - ix. Submit an annual report to the City and County detailing a monthly summary of the program deliverables, other reports as the City and/or County may request and an annual presentation at a meeting of the applicable governing body if requested.

Section 4. Termination. This Agreement shall remain in full force and effect until December 2030. 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. The City, County, Board of Education of Daviess County Schools or Juvenile Drug and Mental Health Court may terminate this agreement by providing a written notice to all parties at least ninety (90) days prior to such termination.

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

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 agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section 8. Severability. If any provision of this agreement 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 agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized representatives effective the ____ day of _____, 2026

CITY OF OWENSBORO

BY: _____
Thomas H. Watson, Mayor

ATTEST: _____
Beth Davis, City Clerk

DAVIESS COUNTY, KENTUCKY

BY: _____
Charlie Castlen, County Judge/Executive

ATTEST: _____
Brooke Hagan, Fiscal Court Clerk

BOARD OF EDUCATION OF DAVIESS COUNTY PUBLIC SCHOOLS

BY:  _____
Dr. Tom Payne, Board Chair

ATTEST:  _____
Charles Broughton, Superintendent