



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.17.

9/13/2022

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### **Subject:**

Approval, Re: Authorization to sign a Memorandum of Understanding with Court Administration/Adult and Juvenile Drug Court

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Safety Group: Community Corrections

### **Requested Action:**

It is requested that the Board of County Commissioners authorize the County Manager or his designee to sign the Memorandum of Understanding with Court Administration/Adult and Juvenile Drug Court on behalf of Brevard County for FY22-23 and future agreements.

### **Summary Explanation and Background:**

This is an administrative clean up action. The Board previously adopted an ordinance creating the "Brevard County Alcohol and other Drug Abuse Trust Fund Ordinance" agreeing that funding will be utilized solely for providing alcohol or other drug prevention, treatment, or education programs.

The Board also adopted an ordinance creating the "Brevard County Misdemeanor Drug/Alcohol Court Cost Ordinance" which authorizes a county as a political subdivision of the state to authorize the courts to impose an additional \$15.00 fee upon each defendant found guilty of misdemeanor involving the unlawful use of drugs or alcohol.

The proposed Memorandum of Understanding has been reviewed and coordinated with the County Attorney's Office and Risk Management.

### **Clerk to the Board Instructions:**

None



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September 14, 2022

MEMORANDUM

TO: Matthew Wallace, Public Safety Director

RE: Item F.17., Memorandum of Understanding with Court Administration/Adult and Juvenile Drug Court Program

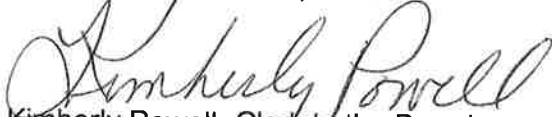
The Board of County Commissioners, in regular session on September 13, 2022, approved and authorized the County Manager, or his designee, to execute Memorandum of Understanding with Court Administration/Adult and Juvenile Drug Court Program, on behalf of Brevard County, for FY 22-23 and future agreements. Enclosed is an executed Memorandum of Understanding.

**Upon execution by Court Administration/Adult and Juvenile Drug Court Program and the Assistant County Attorney, please return a fully-executed Memorandum of Understanding to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

Encl. (1)

/tr

cc: Contracts Administration  
County Manager  
County Attorney

**BREVARD COUNTY PUBLIC SAFETY  
COURT ADMINISTRATION/ADULT AND JUVENILE DRUG COURT PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made and entered into this first day of October, 2022, by and between the following Parties: The Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, and Court Administration/Adult and Juvenile Drug Court Program.

**WITNESSETH:**

**WHEREAS**, Brevard County has created the County Alcohol and Other Drug Abuse Trust Fund pursuant to sections 938.13, 938.23 and 893.165, Florida Statutes and sections 38-8 and 39-9 Code of Ordinances of Brevard County, Florida; and

**WHEREAS**, the Brevard County Alcohol and Other Drug Abuse Trust funds are distributed to the Court Administration/Adult and Juvenile Drug Court Program to provide intensive substance abuse treatment and supervision to drug addicted adults and juveniles who have been charged with or currently have pending criminal charges in the adult or juvenile court system or are in dependency drug court proceedings; and

**WHEREAS**, pursuant to section 893.165(6), Florida Statutes, and Ordinance 38-8, the Board of County Commissioners designated the Court Administration/Adult and Juvenile Drug Court Program as the chosen recipient of assistance grants from the County Alcohol and Other Drug Abuse Trust Fund (hereinafter "Trust Fund"); and

**WHEREAS**, the parties agree that proposed funding will benefit the applicable clients and citizens of Brevard County

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, the Parties agree, as follows:

**TERM:** The term of the Agreement shall be for the fiscal year October 1, 2022, through September 30, 2023.

**SCOPE OF PROGRAM:** Court Administration/Adult and Juvenile Drug Court Programs agrees to utilize funding solely for the program purpose as stated in the "Scope of Services" (Attachment "A")

**FUNDS ALLOTTED:** The County agrees to provide funding from the Trust Fund in the amount of \$79,200 to Court Administration/Adult and Juvenile Drug Court Program (hereinafter "Drug Court Program") to financially assist the Program in providing alcohol or other drug abuse prevention, treatment or education programs. The County shall pay the Drug Court for work or services provided under Attachment "B."

Funds will be available in Business Area: 1395, Cost Center: 201958.

**USE OF FUNDS:** The Drug Court Program agrees that funding will be utilized solely for providing alcohol or other drug prevention, treatment or education programs and be supplemental to, and shall not take place of existing funding, previously received or awarded to or approved for Drug Court Program.

**MISUSE OF FUNDS:** If the Drug Court Program uses the awarded funds for any purpose other than as specifically authorized herein; the County shall be entitled to a refund of those funds that were improperly utilized by the Drug Court Program. In addition, the County shall have the option to immediately terminate this Memorandum of Understanding.

**METHOD OF PAYMENT:** Before entering into any expense agreements, the Drug Court Program shall request approval in advance from the Brevard County Department of Public Safety.

**REPORTS:** The Drug Court Program shall submit quarterly progress reports (Attachment "C") together with copies of receipts or invoices to the Brevard County Department of Public Safety until the full amount referenced is fully utilized and accounted for.

**UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e) (§ 274A(e) of the Immigration and Nationality Act, "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Memorandum of Understanding. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**COMPLIANCE WITH STATUTES:** It shall be the Drug Court Program's responsibility to be aware of and comply with all federal, state, and local laws. In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Drug Court Program will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of its program and will provide all reasonable modifications and accommodations for persons with disabilities that participate in the Program. In addition, it is understood that the public funding provided herein may be used to pay for vendors that provide services and who are subject to Title II of the ADA. The Drug Court Program will ensure that any vendor paid for by this public funding agrees to comply with all applicable ADA requirements.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first written below.

Reviewed for legal form and content

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

COURT ADMINISTRATION ADULT AND  
JUVENILE DRUG COURT PROGRAM

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Frank Abbate

As Approved by the Board on 09/13/2022

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Witness



**Attachment "A"**  
**Scope of Service**

**NAME OF DRUG COURT PROGRAMS:** Juvenile Drug Court  
Adult Drug Court

**SCOPE OF SERVICE:** Drug Court Program will contract with Lifetime Counseling Centers (LCC) located at 505 Brevard Avenue, #106, Cocoa, FL 32922 and Space Coast Recovery, Inc. (SCR) located at 1215 Lake Drive, Cocoa, FL 32922 to provide intensive outpatient drug treatment and education services for juveniles and adults who are in pre-adjudicated diversion programs or on post-adjudicated probation. Also, in-patient substance abuse treatment services will be provided by SCR, located at 1215 Lake Drive, Cocoa, FL 32922. Per the Drug Court participant(s) contract, each client agrees to have an evaluation performed by LCC and SCR to determine the correct course of treatment that adheres to the National Drug Court Model. Assuming a cooperative participant, an evaluation shall be conducted for each participant within 15 days of referral by Drug Court to Lifetime Counseling Centers.

Every LCC and SCR counselor possesses a Master's degree level education at minimum and the program supervisors possess a Masters or Doctoral level education. Additionally, LCC's Medical Director is a licensed MD and serves as a higher level of supervision for all Psychosocial Assessments as required by 65D-30, FAG. Drug Court Program shall be responsible for ensuring that LCC and SCR personnel (or any other provider of treatment services compensated with monies provided through this MOU) maintain appropriate licenses and/or certifications to provide the treatment required hereunder throughout the time they provide services under this MOU.

Should LCC or SCR no longer provide services to drug court participants, Drug Court Program will locate, assess, and contract with another local community treatment provider. If no provider is obtained or willing to provide treatment services, the treatment portion of the funding will be refunded.

**Proposed program purpose:** To provide intensive supervision to drug addicted juveniles and adults who have been charged with or currently have pending criminal charges in the juvenile and adult court system. Every juvenile and adult is drug tested weekly; they must successfully complete a drug treatment program, as well as, court-ordered sanctions.

**Target population and how many clients to be served annually:** The juvenile drug court serves approximately 30-50 juvenile offenders, who are between the ages of 14-17. The adult drug court serves approximately 90-100 adult offenders, who are at least 18 years of age and older.

**Describe "all" services to be provided:** Management of the program, operational costs, liaison with the courts, the service providers, caseworkers and probation officers to monitor the juveniles and adults while in the community and to ensure they complete court-ordered sanctions, drug testing, drug treatment, family counseling, incentives, and graduation ceremonies.

**Planned goals and objectives:** Although juvenile drug court lost all funding sources back in 2006, we have worked hard to bring in additional grants and funding sources to help supplement the funding provided through this trust fund, to keep services ongoing, and to treat as many participants as possible. Additionally, the funding from the Trust Fund helps keep the number of Drug Court participants steady and able to receive services when needed. With the increase in substance misuse, as well as, the current opioid crisis epidemic there are an alarming number of drug addicted juveniles and adults in our community who are committing crimes. Therefore, we would like to extend access to substance abuse treatment and drug education services to both juvenile and adult offenders and their families.

**Program outcomes and innovative strategies:** Currently, we have an approximate success rate of 65% for juveniles and 70% for adults, which is based on those who are placed into the drug court program and remain both drug and crime free. Our success rate is due to the intensive supervision, drug treatment, counseling, and services that these juveniles and adults receive in the program. Most of these juveniles do not do well on regular probation because regular probation cannot provide the intensive services our drug court programs provide; however, once they are admitted into the drug court program they seem to do much better under stricter supervision, constant drug testing, and intensive drug and family counseling.

Drug Court Program will provide the Brevard County Department of Public Safety with quarterly reports, (Attachment "C"). Quarterly reports can be submitted to the County by electronic mail to [Lisa.Bradley@BrevardFL.gov](mailto:Lisa.Bradley@BrevardFL.gov).

**Attachment "B"**

**NAME OF PROGRAM:** The Adult and Juvenile Drug Court Program

SOURCE	BUDGET
Brevard County Alcohol and Other Drug Abuse Trust Fund 1395/ 201958	\$79,200.00
<b>Total:</b>	\$79,200.00

DRUG COURT EXPENSE CATEGORIES	BUDGET
<b>Office Supplies and Equipment:</b> Graduation certificates, certificate holders, pens, pencils and other office supplies	\$100.00
<b>Drug Testing Kits and Drug Testing of Individuals:</b> Screening panels up to \$25 Screening cups up to \$10	\$10,000.00
<b>Professional Fees/Dues:</b> NADCP Annual Dues (Team) \$180 FADCP Annual Dues (Team) \$600	\$1,000.00
<b>Training, Travel, Conferences:</b> Registration fee, Mileage, Lodging	\$5,000.00
<b>Direct Assistance to Clients:</b> Drug Treatment Counseling	\$50,000.00
<b>Participant Graduation and Incentives:</b> 125 (\$25) graduation gift cards 125 (\$15) incentive gift cards	\$5,000.00
Professional Services - <b>Database Maintenance</b>	\$8,100.00
<b>Totals:</b>	<b>\$79,200.00</b>



**Attachment "C"**

**NAME OF PROGRAM:** The Adult and Juvenile Drug Court Program

**QUARTERLY REPORT**

Dates of Report: \_\_\_\_\_ to \_\_\_\_\_

<b>Category*</b>	<b>Budgeted</b>	<b>Current</b>	<b>FY to Date</b>	<b>Balance</b>
Office Supplies and Equipment	\$100.00			
Drug Testing Kits	\$10,000.00			
Professional Fees/Dues	\$1,000.00			
Training, Travel, Conferences	\$5,000.00			
Direct Assistance to Clients: Counseling/Drug Treatment	\$50,000.00			
Participant Graduation and Incentives 125 (\$25) graduation gift cards 125 (\$15) incentive gift cards	\$5,000.00			
Professional Services - Database Maintenance	\$8,100.00			
<b>Totals:</b>	<b>\$79,200.00</b>			

\*Copies of receipts, checks, invoices are attached to verify these expenses