

MEMORANDUM OF UNDERSTANDING BEHAVIORAL HEALTH SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into the later of the 22nd day of October 2025 or the last date of signature (“Effective Date”), by and between the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the Palm Beach County Health Care Act (Chapter 2003-326, Laws of Fla.) and its Affiliates and Subsidiaries (“District”) and, the Town of Juno Beach], a Florida municipal corporation (“Town”). Together District and Town are collectively referred to as (the “Parties”) and each individually is a (“Party”).

W I T N E S S E T H:

WHEREAS, this MOU establishes a pilot program that can assist law enforcement to effectively respond to and link Palm Beach County residents to appropriate behavioral health or substance abuse services (“Services”); and

WHEREAS, the District is an independent special taxing district created with the intent of maximizing the health and well-being of Palm Beach County residents by providing comprehensive planning, funding and coordination of health care service delivery by creating a countywide comprehensive health care service; and

WHEREAS, the District and Town have recognized that creating a comprehensive and coordinated behavioral health system is a priority for many reasons including improving health care by connecting residents with quality, timely care through the least restrictive system of treatment, and reducing strain on the criminal justice system and hospital emergency rooms; and

WHEREAS, the District operates the Health Care District Community Health Center (“Clinic”) currently located at 2051 45th St #300, West Palm Beach, 33407 and the Clinic provides the Services that may be needed by residents of Palm Beach County; and

WHEREAS, the Town’s police department (Juno Beach Police, regularly encounters individuals who may benefit from the Services, and may be willing to voluntarily seek such Services in a clinical setting; and

WHEREAS, the Parties wish to develop a pilot program which would give the Police an additional tool to link such individuals to the Services on a voluntary basis and the Juno Beach Police is willing to transport individuals who voluntarily desire the Services to the Clinic; and

NOW THEREFORE, in consideration of the terms and conditions and mutual promises set forth herein and the benefits flowing each to the other, it is hereby agreed by and between the Parties hereto as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.
2. Cost and Services.

- a. During the Term, the Parties are each responsible for their own costs of providing the services referenced herein to individuals in Palm Beach County.
 - b. Juno Beach Police officers will attempt to call the Clinic teams on a documented line to report on transport, estimated time of arrival and also confirm that this is a consensual encounter of an individual and that the individual does not meet criteria for Baker Act, Marchman Act, medical transfer or jail transfer and is voluntarily transporting over to the Clinic.
 - c. The District agrees to provide an initial behavioral health assessment (“Initial Assessment” to individuals brought to the Clinic by The Juno Beach Police to determine whether the individuals are in need of the Services.
 - d. The Juno Beach_Police agrees to bring individuals who voluntarily desire the Services to the Clinic for an Initial Assessment provided the individuals at the time of their initial encounter with the Juno Beach Police:
 - i. Do not satisfy Baker Act or Marchman Act Criteria per Juno Beach Police protocol;
 - ii. Are not in a medical emergency or in need of any other medical needs;
 - iii. Are non-violent;
 - iv. Are not committing a crime, under arrest or in law enforcement custody; and
 - v. Voluntarily agree to be transported to the Clinic for an Initial Assessment.
 - e. The Juno Beach Police agrees to remain at the Clinic during the Initial Assessment of the individual.
 - f. After the Initial Assessment, the Clinic may request that the individual voluntarily remain at the Clinic to receive Services or may determine that the individual is not in need of the Services.
 - g. If the individual is not eligible to receive the Services or elects to not voluntarily remain at the Clinic to receive the Services, The Juno Beach Police may leave the Clinic provided the individual at the time does not satisfy Baker Act or Marchman Act Criteria. If deemed necessary, the Juno Beach Police may assist with escorting the individual from the Clinic to any reasonable location or may be asked to transport the individual to a more appropriate health setting (e.g., a hospital emergency department).
3. **Development of Procedures and Protocols.** The District and the Town acknowledge that further procedures and protocols may need to be developed in order to consistently and appropriately implement the Pilot Program. The Town further acknowledges that such procedures and protocols are necessary and must be strictly

adhered to in order for the District to operate within the limits of its licenses. The Parties agree to, prior to implementation of the program, to develop such procedures and protocols that are mutually agreeable to the Parties. The Parties designee for developing such procedures and protocols are as follows:

As to the District: Chief Medical Director or designee

As to the Town: Chief of Police or designee

4. **Training.** The District and Juno Beach Police recognize that training may be necessary in order to maximize the benefits of the Pilot Program. Subject to the prior approval by the Chief of Juno Beach Police and Chief Medical Director, and as frequent as necessary, the Parties will coordinate the necessary training.
5. **Hours of Operation.** The Pilot Program will be operational during the hours that the Clinic is open for business. The District will provide written notification to the Juno Beach Police of any change in operating hours.
6. **Data Sharing and Information Exchange.** Both the District and the Town agree that each requires information from the other to fully evaluate the effectiveness of the Pilot Program and optimize, expand or terminate the Pilot Program accordingly. Without transferring any protected health information or any other sensitive data that may be protected pursuant to CJIS or HIPAA, the District and Town will share appropriate information reasonably necessary to serve and advance their interests.
7. **Pilot Program Start Date:** The Pilot Program will commence on the date agreed to by the Parties' representatives identified in Section 3 of this Agreement, but in no case any later than 60 days after approval of this MOU.
8. **Term; Termination:** This MOU shall continue in full force and effect for 18 months unless otherwise terminated pursuant to the terms and conditions set forth herein ("Term"). Either Party may terminate this MOU, with or without cause, upon ten (10) days written notice to the other Party.
9. **Notice:** Notice as required herein shall be considered sufficient when sent by certified mail or hand delivered to the parties at the addresses listed below.

District:

Chief Executive Officer
Health Care District of Palm Beach County
1515 N. Flagler Dr., Suite 101
West Palm Beach, FL 33401-3429

Town:

Attn: Chief of Police
Town of Juno Beach
Address: 340 Ocean Drive
Juno Beach, FL 33408

10. **No Assignment.** This Agreement shall not be assigned or transferred by either Party.
11. **Severability.** Should any provision of this MOU be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms

and conditions of this MOU shall continue in full force and effect as if such invalid provision has never been a part hereof.

12. **Sovereign Immunity.** Without waiving their sovereign immunity and subject to the limitations set forth in Florida Statute § 768.28, the Parties shall be responsible for their own negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of their employees provided that such acts or omissions are within the scope of their employment. The Town and District waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages. The remedies provided herein are exclusive. The Town and the District warrant they are self-insured and/or shall maintain liability insurance as required by law. To the extent, the Parties have partially waived their immunity to tort claims as described in s. 768.28, Florida Statutes, the Parties are protected for a claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS (\$200,000) and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS (\$300,000). Personnel and agents of the Parties are not individually subject to actions arising from their official functions. Any damages allocated against the Parties as prescribed by Florida Statutes §766.112, are not subject to reallocation under the doctrine of joint and several liability to codefendants in professional liability actions. The sole remedy available to a claimant to collect damages allocated to a Party is as prescribed by Florida Statutes §768.28.
13. **Insurance.** Each Party shall maintain workers compensation coverage required by law, comprehensive general liability, and professional insurance covering each Party in such amounts as are acceptable by each Party. Insurance coverage may be obtained from commercial insurance carriers deemed acceptable by the Parties or by evidence of self-insurance programs.
14. **E-Verify.** Both Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended. The Parties have registered with and use the E-Verify System, to electronically verify the employment eligibility of all newly hired workers. Either Party may terminate this MOU if it has a good faith belief that the other Party has knowingly violated Section 448.09 (1), Florida Statutes, as may be amended.
15. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., both parties to this MOU shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The parties are specifically required to keep and maintain public records required by law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST,

TOWN OF JUNO BEACH, [Chief Brian J. Smith – Juno Beach Police Department, 340 Ocean Drive, Juno Beach, FL 33408, bsmith@junobeachpd.com, 561-656-0334].

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY AT (561) 642-1022, RECORDSCUSTODIAN@HCDPBC.ORG 1515 N. FLAGLER DRIVE, SUITE 101, WEST PALM BEACH, FL 33401.

16. **Waiver.** Any waiver by either Party of any one or more of the covenants, conditions, or provisions of this MOU, shall not be construed to be a subsequent waiver of the same or any covenant, condition or provision of this MOU.
17. **Entire Understanding; Modification.** This Agreement constitutes the entire understanding of the Parties regarding the Pilot Program. It may not be modified or any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both Parties. This MOU will not create a legal entity, create any rights in third persons, or create any contractual obligations between the Parties. No provision of this MOU is intended to or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this MOU, including but not limited to any citizen or employees of the Town.

[Signature on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding Behavioral Health Services to be signed by their duly authorized officers.

**HEALTH CARE DISTRICT OF PALM
BEACH COUNTY**

By: _____
Print Name: Darcy Davis, CEO

Date: _____, 2025

TOWN OF JUNO BEACH, a
municipal corporation.

By: _____
[Authorized Signatory]

Date: _____, 2025

ATTEST:

Town Clerk

Town Attorney's Office Approved as to
Form and Legality

By: _____