

CITY COUNCIL RESOLUTION NO. 2020-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE INSTITUTE FOR JUSTICE RESEARCH AND DEVELOPMENT AT FLORIDA STATE UNIVERSITY AND MERIDIAN BEHAVIORAL HEALTH TO RESEARCH METHODS TO REDUCE REPEATED INTERACTIONS BETWEEN LAW ENFORCEMENT AND INDIVIDUALS WHO HAVE SEVERE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS AND TO IDENTIFY WAYS TO OPTIMIZE THE USE OF CRISIS STABILIZATION UNITS AND POST-DISCHARGE SUPPORTS.

WHEREAS, the City of Lake City, Florida (hereinafter “City”) by and through the Lake City Police Department desires to participate in a multi-jurisdictional effort to engage in a research study that aims to, (1) identify ways to reduce the amount of repeated interactions between individuals who have severe mental health and substance abuse disorders and law enforcement, and (2) identify ways to optimize the use of crisis stabilization units and post discharge supports; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into the *Memorandum of Understanding between Lake City Police Department and Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health* (hereinafter the “Agreement”) a copy of which is attached hereto, for the aforementioned reasons.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City Council is hereby authorized to execute and enter into the Agreement with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Chief of Police is authorized and directed to execute and deliver the Agreement in the

name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Chief of Police and the Florida Department of Law Enforcement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on the ____ day of December 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



Memorandum of Understanding (MOU)
between
Lake City Police Department
and
Institute for Justice Research and Development-Florida State University
And
Meridian Behavioral Health

This MOU is between Lake City Police Department (hereinafter "LCPD"), Meridian Behavioral Health (hereinafter "Meridian"), and the Florida State University Institute for Justice Research and Development (hereinafter "IJRD"). The purpose of this agreement is to (1) engage in a research study that aims to identify ways to reduce the amount of repeated interactions between individuals who have severe mental health and substance use disorders and law enforcement agencies, (2) identify ways to optimize the use of crisis stabilization units and post discharge supports. The term of the agreement is October 2020 through July 2021.

The parties hereby agree to collaborate on projects that are mutually beneficial and advance the mission of all organizations. The parties agree to perform the following activities during the course of this MOU:

IJRD is responsible for

- Providing a video training of the current state of evidence of best practices.
- Coordinating meetings and focus groups with law enforcement professionals.
- Maintaining anonymity of any data collected from officers.
- Providing a written report and a presentation of the results of the study.
- Maintaining political neutrality so IJRD will not engage in political pursuits in the performance of this agreement.

LCPD agrees to

- Law enforcement will participate in individual meetings and/or focus groups with the research team. The Chief can specify whether they would like individual meetings or focus groups for their staff.
 - The number of law enforcement officers interviewed will depend on the size of the agency and the chief/sheriff's preferences.
 - There will be no more than 2 data collection meetings/focus groups per law enforcement official and the researchers anticipate that these meetings will last no longer than 60 minutes.
 - The purpose of the meetings are to collect information about law enforcement officer experiences and perception around coming into contact with civilians who are in mental health or substance abuse crisis, and solicit any recommendations they have to increase the likelihood that will not have repeat encounters with these civilians.
- The opportunity to review and contribute to joint publications.



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Meridian Agrees to

- Collaborate with IJRD in developing a training video of current state of evidence of best practices
- Cultivate the research-practitioner partnership, build capacity, and exchange ideas in an effort to study utilization of crisis stabilization units (CSU) among law enforcement as an alternative to jail, barriers and facilitators of CSUs with mobile and technology-assisted aftercare.
- The opportunity to review and contribute to joint publications.

Benefits for the collaborators

Law enforcement will benefit from a training on the current state of evidence of best practices, participation in a research study that will inform the agency of ways to decrease repeated interactions with individuals with mental health and substance abuse crises, and collaboration with a behavioral health organization that can assist in delivering services to citizens and agencies.

IJRD will benefit by advancing the knowledge base of police response with individuals in mental health and substance abuse crisis and the utilization of crisis stabilization units.

Meridian will benefit from collaboration with law enforcement department on ways to provide services with individuals in mental health or substance abuse crisis.

Collaborators can review and determine if other efforts are deemed necessary and beneficial by the parties hereto.

Contacts

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President/Chief Executive Officer
Meridian Behavioral Healthcare
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Gainesville, Florida 32608
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Phone: (352) 374-5600

Kerensa P. Lockwood, PhD
Director of Implementation and Administration
Institute for Justice Research and Development
Florida State University
2010 Levy Avenue, Suite 3400
Tallahassee, Florida 32310-5712
Email: klockwood@fsu.edu
Phone: (850) 644-4753



Termination

This MOU may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

Participant Confidentiality

Program participant confidentiality is of the utmost concern. Program Participant information must remain confidential to the extent allowed by law in accordance with applicable local, state and federal laws. Information obtained in connection with the direct services to any client must not be disclosed without the client's signed consent, except as required by law. Unless given client consent to release such information or such release is required by law, names of clients must remain confidential as well as other personally identifying information that, alone or in conjunction with other data, is likely to disclose a client's identity and/or location. Nothing contained herein may prohibit any disclosure permitted by a client or required by law, including, but not limited to, disclosure for purposes of monitoring, audit, oversight, or evaluation of the MOU.

Non-Disclosure of Confidential and Proprietary Information

Each party hereto (and/or its respective affiliated entities) is the owner of certain confidential and proprietary information relating to its business and the business model processes and related analytics, data and predictive trends information and services being provided during the trauma-informed care Intervention process, including without limitation, the business model process of said services and the designs thereof, creative proprietary materials, concepts, development plans, marketing materials and plans, customer information, databases, business plans, internal electronic mail documents, demographic or sales strategies, licenses, agreements, copyrighted or trademarked material, strategic partnering plans, management models, financial data, as well as all information marked as confidential, for convenience herein called the "**Confidential Information.**" The parties hereto may determine to share such Confidential Information, by granting a perpetual, nonexclusive, non-sublicensable, non-assignable, limited-right use, including the right to publish and make derivative works thereof; provided that with respect to any use of any Confidential Information, whether in whole or in part, the Disclosing Party shall be properly attributed as the source of the information used by the Receiving Party. Each party hereto acknowledges and agrees that all Confidential Information is and shall remain the sole property of the Disclosing Party and that FSU and/or FSU-IJRD has the right to publish its own content for academic purposes.

Any and all notes, analyses, drawing, compilations, studies, interpretations or other documents prepared by or on behalf of each party hereto which contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to the Receiving Party, regardless of the medium, whether written, oral or otherwise, by Disclosing Party hereunder shall also be deemed



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to be Confidential Information. Further, all Confidential Information is considered by Disclosing Party to be confidential and proprietary to it.

Likewise, ownership of intellectual property, including all legal rights relating to inventions, patent applications, copyrights, trademarks, and any other legally protectable information, including but not limited to, the data, reports, report templates and formats, information, results, statistics, predictive trends, and other materials utilized, created, discovered, and otherwise applied to the trauma-informed care evaluation shall vest in the party whose personnel conceived the subject matter, and such party may perfect legal protection therein in its own name and at its own expense. The party personnel who makes an intellectual property claim of authorship, inventorship, or other ownership rights shall provide prior notice to the parties of this agreement of any intellectual property filing.

The parties hereto do not wish (i) to make the Confidential Information generally public or common knowledge, or (ii) to allow the Receiving Party to profit from or otherwise use such Confidential Information. Consequently, Confidential Information shall only be disclosed and used in accordance with the terms and conditions expressly set forth in this MOU and governing public record laws.

Confidential Information and Non-Disclosure

As a condition to Disclosing Party furnishing certain Confidential Information to the Receiving Party, Disclosing Party requires that the Receiving Party agree (i) to treat as confidential, (ii) not to disclose or otherwise use, and (iii) not to copy, summarize or otherwise reproduce, any written, oral, or other information Disclosing Party or its agents furnish to the Receiving Party whether furnished on or after the Effective Date. In order for Confidential Information to be protected in accordance with this MOU, such information must be disclosed by Disclosing Party to the Receiving Party in writing or other tangible form.

1. **Exclusions.** The term “**Confidential Information**” does not include information that (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as hereinafter defined), (ii) the Receiving Party can document was available to it on a non-confidential basis, prior to its disclosure by or on behalf of Disclosing Party, from a source that is not known to be bound by a confidentiality, non-disclosure or similar agreement, or (iii) the Receiving Party can document was developed independently by the Receiving Party prior to the date received by Receiving Party.
2. **Use of Confidential Information.** The Receiving Party agrees that it will not exploit or otherwise use the Confidential Information for its own benefit or the benefit of any third party in any way detrimental to Disclosing Party or otherwise, and that such information will be kept confidential by the Receiving Party and each of the Receiving Party’s Representatives. Notwithstanding anything to the contrary in this MOU, the Confidential Information may be disclosed by the Receiving Party to its and its affiliates’ directors, officers, employees, agents and consultants (collectively, the “**Representatives**”) acting on



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the Receiving Party's behalf who need to know such information strictly for the purpose of evaluating certain cooperative activities between the parties; provided, however, that prior to the Receiving Party's disclosure of any Confidential Information, such Representatives shall be informed of the confidential nature of such information and shall be directed by the Receiving Party, and shall agree to treat such information confidentially, in accordance with the terms of this MOU.

3. **Notice of Required Disclosure.** In the event that the Receiving Party is required by a court or governmental entity (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or other information supplied to it or its Representatives in the course of these dealings, it is agreed that the Receiving Party will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this MOU.
4. **Return of Confidential Information.** In the event of the first to occur of (i) request by Disclosing Party; or (ii) the termination of discussions between the parties after the Receiving Party has been furnished with Confidential Information; the Receiving Party will promptly redeliver to Disclosing Party all Confidential Information and other information provided by or on behalf of Disclosing Party to the Receiving Party and all copies or reproductions thereof. Disclosing Party may, in its discretion, request that the Receiving Party destroy rather than return the Confidential Information and other information provided by or on behalf of Disclosing Party, in which event the Receiving Party will promptly destroy all such information and will execute and shall thereafter deliver to Disclosing Party a certification attesting to the full and complete destruction of such information and any and all copies and reproductions thereof. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain the minimum number of copies of the Confidential Information to the extent necessary to comply with applicable law and document retention policies, which shall be used solely for such purposes, and one copy of the Confidential Information in the Receiving Party's and its Representatives' archives, which shall be used solely for the Receiving Party's and its Representatives' confirming and performing the Receiving Party's obligations under this MOU, and neither the Receiving Party nor its Representatives shall be required to expunge Confidential Information from automatic computer archiving conducted as part of established document retention policies. Notwithstanding the return or destruction of Confidential Information, the Receiving Party and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.
5. **No Representation and Warranty.** The Receiving Party acknowledges and agrees that Disclosing Party makes no representation or warranty, whether express or implied, about the accuracy or completeness of the Confidential Information under this MOU, nor does Disclosing Party have any duty or obligation to update or otherwise supplement the Confidential Information under this MOU. The Receiving Party agrees that neither Disclosing Party nor its directors, officers, employees, agents or consultants will have any



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liability to the Receiving Party or the Receiving Party's Representatives resulting from the accuracy or use of the Confidential Information consistent with the terms of this agreement.

Liability

Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Nothing in this agreement shall be construed as waiving any lawful defense or extending liability of the State of Florida beyond the provisions established under Florida law.

Independent Agreement or and Use of Name

The relationship of the parties under this agreement is that of independent parties and they are not agents, employees, partners or joint venturers of one another. No party has the authority to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party) shall take any action that attempts or purports to bind any other party in any agreement or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval. Neither party may use the other party's name in any advertising or publicity statements without such party's prior written consent.

Nondiscrimination

As a condition of this MOU, each party hereto agrees that it will take all necessary actions to ensure that, in connection with any work under this MOU, each party, its associates and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contracts or other arrangements. Each Entity shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

Agreement Assignment

Neither party hereto shall assign this agreement, in whole or in part, without the prior written consent of the other party.

Governing Law and Venue

This MOU and any amendments thereto shall be governed by the laws of the State of Florida. Venue for all legal proceedings arising out of this MOU shall be in the state or federal court with competent jurisdiction in Leon County, Florida, and the parties waive any objection that such venue is improper or inconvenient.



Entire Agreement

This agreement embodies the entire and complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this agreement.

Notice

The parties have identified the following individuals as responsible for the management and administration of this agreement. These individuals are responsible for enforcing performance of the agreement terms and conditions and shall serve as liaison regarding issues arising out of this agreement and for receipt of all notices required to be given hereunder:

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<p>For FSU: Kerensa Lockwood, PhD Director of Implementation and Administration FSU Institute for Justice and Development 2010 Levy Avenue, Suite 3400 Tallahassee, FL 32310-5712 Email: klockwood@fsu.edu Phone: (850) 644-4753</p>	<p>For Lake City Police Department: Argatha Gilmore Chief of Police – Lake City Police Department 225 NW Main Blvd., Suite 102 Lake City FL 32055-3964 Email: GilmoreA@lcfpa.com Phone: 386-758-5484</p>
<p>For Meridian Behavioral Health: Donald Savoie President/Chief Executive Officer 4300 SW 13th Street Gainesville, Florida 32608 Email: don_savoie@MBHCI.org Phone: (352) 374-5600</p>	

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

Florida State University
College of Social Work

Lake City Police Department

James Clark, PhD
 Dean
 College of Social Work
 Date:

Argatha Gilmore
 Chief of Police
 Date:

Florida State University
Institute for Justice Research & Development

Meridian Behavioral Health:

Kerensa P. Lockwood, PhD
 Director of Implementation and Administration
 FSU Institute for Justice Research and Development
 Date:

Donald Savoie
 President/Chief Executive Officer
 Date: