

CITY COUNCIL RESOLUTION NO. 2022-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, HEALTH; PROVIDING FOR THE EXECUTION OF A REVISED MEMORANDUM OF AGREEMENT WITH THE JUSTICE SYSTEM PARTNERS; PROVIDING FOR RESEARCHING METHODS TO REDUCE REPEATED INTERACTIONS BETWEEN LAW ENFORCEMENT AND INDIVIDUALS WHO HAVE SEVERE MENTAL HEALTH AND SUBSTANCE ABUSE DISORDERS; PROVIDING FOR THE IDENTIFICATION OF WAYS TO OPTIMIZE THE USE OF CRISIS STABILIZATION UNITS AND POST-DISCHARGE SUPPORTS; PROVIDING FOR THE RESCISSION OF CITY COUNCIL RESOLUTION NUMBER 2022-058 RELATING TO A MEMORANDUM OF AGREEMENT WITH THE INSTITUTE FOR JUSTICE RESEARCH AND DEVELOPMENT AT FLORIDA STATE UNIVERSITY AND MERIDIAN BEHAVIORAL HEALTH; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) by and through the Lake City Police Department (hereinafter the “LCPD”), previously entered into a Memorandum of Understanding (hereinafter “MOU”) with the Institute for Justice Research and Development-Florida State University and Meridian Behavioral Health (hereinafter the “Research Center”), as authorized by Resolution 2021-095, to participate in 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; and

WHEREAS, the City Council approved Resolution 2022-058, authorizing the execution of a similar MOU; and

WHEREAS, subsequent to the adoption of Resolution 2022-058 the Research Center merged with Justice System Partners (hereinafter “JSP”); and

WHEREAS, JSP has revised the MOU and the City Council finds it to be in their respective best interests to rescind Resolution 2022-058, and any related MOU, and approve the revised MOU between the LCPD and JSP, a copy of which is attached hereto.

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

Section 1. The above recitals are true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. Resolution number 2022-058, is hereby rescinded.

Section 3. The City is hereby authorized to execute and enter into the revised MOU.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council on the ____ day of September 2022.

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
Justice System Partners**

This MOU is between Lake City Police Department (hereinafter "LCPD") and Justice System Partners (hereinafter "JSP"). 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 June 2022 through February 2023.

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:

JSP, under the oversight of Dr. Carrie Pettus-Davis, agrees to perform the following activities during the course of this MOU:

- 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 JSP will not engage in political pursuits in the performance of this agreement.

LCPD agrees to perform the following activities in support of the JSP efforts:

- 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'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.
- Law enforcement will participate in data sharing of applicable records to the project.
- All data collected will follow the established confidentiality protocols.

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.

JSP 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.

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

Contacts

Lake City Police Department
Gerald Butler, Chief of Police
225 NW Main Blvd., Suit 102
Lake City FL 32055-3964
Email: butlerg@lcfla.com
Phone: (386) 758-5484

Justice System Partners
Kate Florio, Principal/COO
PO Box 970, South Easton, MA 02375
Email: kate@justicesystempartners.org
Phone: (774) 501-2286

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 JSP 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 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 first actually reduced the subject matter to practice, 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 and clearly identified as Confidential Information by being marked with the legend "Confidential Information" or other similar legend, at the time of disclosure and confirmed in writing as "Confidential Information" no later than three weeks from the time of first disclosure of such information.

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 bound by a confidentiality, nondisclosure 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 directors, officers, employees, agents and consultants (collectively, the "**Representatives**") acting on 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 in writing, 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, without retaining any copy or reproduction thereof or any computer, electronic or other record of such information or which incorporates any portion 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.

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 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.

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 insure 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 agreement and any amendments thereto shall be deemed to be a contract made under, governed by, and construed in accordance with the laws of the State of Oregon. Claims made by either party under this contract shall be decided under the laws of the State of Oregon.

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 JSP: Kate Florio Principal/COO Justice System Partners PO Box 970, South Easton, MA 02375 Email: kate@justicesystempartners.org Phone: (774) 501.2286</p> | <p>For Lake City Police Department: Gerald Butler, Chief of Police Lake City Police Department 225 NW Main Blvd., Suite 102 Lake City FL 32055-3964 Email: butlerg@lcfla.com Phone: (386) 758-5484</p> |
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

Justice System Partners

Lake City Police Department

Kate Florio
Principal/COO
Justice System Partners
Date:

Gerald Butler
Chief of Police
Lake City Police Department
Date:
