

PRE-ARREST DIVERSION CIVIL CITATION PROGRAM MEMORANDUM OF UNDERSTANDING

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the () Judicial Circuit of () Name of State, () Police Department, () County Sheriff's Office, and () Local Community Provider/Designated Lead Agency) to design and operate a pre-arrest diversion program for non-violent low level offenders residing in () County, () State.

All referrals to (Lead Agency/Local Provider) will collaboratively be based upon the protocols developed by the Law Enforcement Agencies, Lead Provider Agency and the Pre-Arrest Diversion Coordinating Council.

II. AGREEMENT

EACH OF THE PARTIES AGREES TO:

- Participate in the Pre-Arrest Diversion Coordinating Council.
- Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing crime.
- Work collaboratively to ensure the successful implementation and operation of the Pre-arrest/Civil Citation program.
- Participate in a review and evaluation of the Civil Citation program.
- Make recommendations for program improvement, when appropriate.
- Assign staff, as appropriate, to participate in the Civil Citation program.
- Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
- Provide technical assistance to all parties to ensure that the Civil Citation program complies with state and federal laws.

III. SERVICES PROVIDED BY (Lead Agency/Service Provider)

1. Individuals who commit a non-violent low-level offense or who violate a state, county or municipal ordinance and receive an adult Civil Citation will receive services according to normal operating practices of (lead agency/service provider). Appropriate fees are to be determined by the Pre-arrest Diversion Coordinating Council. Fees must be paid by the participant prior to the rendering of services.
2. Individuals participating in the program will be provided an assessment and an individualized intervention plan and services. Additionally, (lead agency or service

provider) will assist and monitor community service requirements pursuant to () State Statute () (Example: Florida 948.036).

3. All services will be provided in a culturally sensitive and trauma-informed care manner.
4. Quarterly reports will be provided by the Lead Agency to all concerned parties.

IV. TERM OF AGREEMENT

This MOU shall remain in effect from the date of signatures and can be renewed or amended by the partnership as needed. This agreement shall take effect upon receipt of signatures and may terminate or be revised at the request of each party. Each party reserves the right to terminate their participation in the agreement with a 30-day written notice.

(Lead Agency/Service Provider CEO)

Date

(Chief of Police)

Date

(Sheriff)

Date

(Judicial Circuit Administrator)

Date

(State Attorney/District Attorney)

Date