

**210015\_ GPD and SAO MOU**  
**Pre Arrest Deflection Program\_20210617**

**MEMORANDUM OF UNDERSTANDING**

Between  
the City of Gainesville  
and the Office of the State Attorney, Eighth Judicial Circuit of Florida

THIS MEMORANDUM OF UNDERSTANDING (hereafter MOU) is entered into by and between the City of Gainesville (hereafter City) and the Office of the State Attorney, Eighth Judicial Circuit of Florida (hereafter SAO) as follows:

**PURPOSE:**

The purpose of this MOU is to solidify the collaboration between the City of Gainesville and the State Attorney's Office with the focus to outline the partnership of the SAO pre-arrest Deflection Program and the Gainesville Police Department (hereafter GPD) Gainesville Pre-Arrest Initiative. The MOU also defines the responsibilities of both GPD and SAO as to each other regarding the same.

In addition, this MOU is to acknowledge the goal of the Gainesville Pre-Arrest Adult Civil Initiative which is to better serve the neighbors of Gainesville and address minor criminal behavior and behavior patterns, as well as social/emotional, mental health, and substance abuse issues. Within this goal is to hold individuals accountable, meet the needs of the victims, and address underlying factors that contributed to the behavior and behavior patterns, while deflecting participants in the program from the Criminal Justice System.

**ROLES AND RESPONSIBILITIES OF CITY:**

The City agrees that:

- A. When there is probable cause to believe an individual has committed a misdemeanor offense, other than those listed below, the individual will be referred to the SAO Deflection Program through the issuance of a Gainesville Pre-Arrest Form.
  1. Domestic and/or Dating Violence
  2. Domestic and/or Dating Violence Injunctions
  3. Violations of Pre-Trial Release
  4. Loitering and Prowling
  5. Animal Abuse
  6. DUI (and Other Misdemeanor Traffic Offenses)

7. Stalking
8. Exposure of Sexual Organs

When an individual is alleged to have committed an offense for which there is no legal requirement or immediate cause (exigent circumstances) for a physical arrest, the individual may be referred to the SAO Deflection Program through the issuance of a Gainesville Pre-Arrest Adult Civil Citation.

- B. Officers will furnish the Gainesville Pre-Arrest (GPA) Form to GPD's Records Division who will time stamp the GPA and forward the same. The GPA Program Coordinator will complete a GPD GPA Recommendation and forward the GPA and the GPA Recommendation to the SAO within three (3) business days. The Recommendation will either support, or not support, the individual's participation in the SAO Deflection Program.
  1. In completing the Recommendation, the GPA Program Coordinator will consider how often the individual has been referred for deflection, the success or not of the individual's last deflection, and any factors not necessarily captured in the individual's arrest history (if there is such history).
- C. At the time of contact, the officer will:
  1. Offer the individual a GPD GPA Referral Form.
  2. Inform the individual that they will be notified by the SAO as to their possible eligibility in the pre-arrest Deflection Program.
  3. Advise the individual that additional information regarding the pre-arrest Deflection Program may be found at the SAO website or by calling the GPA Program Coordinator as stated on the GPA Referral Form.
- D. The GPA Program Coordinator may provide assistance to participants in the SAO Deflection Program who may need wrap-around services, (-i.e., restorative justice).

#### ROLES AND RESPONSIBILITIES OF SAO:

The SAO agrees that:

- A. Upon receipt of a GPA and the Recommendation, it will refrain from initiating a criminal case or number designation, but will instead review the GPA and the Recommendation Form for pre-arrest based upon criteria, including the nature of the alleged offense, the individual's prior record and history of diversion, if any, and the input of the victim, if appropriate.
- B. All qualified individuals will be offered participation in SAO's Deflection Program as established in January 2018 and that the SAO will supervise compliance with program requirements for all individuals who accept deflection.

- C. It will facilitate the availability of independent counsel to any individual requesting such for consultation.
- D. Upon satisfactory completion of deflection requirements, all alleged charges against the individual will be closed without court action or referral.
- E. The SAO Deflection Program representative will notify the GPA Program Coordinator as to the status of all Recommendations received, including:
  - 1. The date an individual was, or was not, accepted into the Program.
    - a. When a recommended individual has not been accepted into the Program, such notification will be made via email to the GPA Program Coordinator before a criminal case is initiated, and will include the reason(s) why the individual was not accepted.
  - 2. The date and reasons why an individual active in the Program was removed from the Program following a period of participation.
  - 3. Upon request of the GPA Program Coordinator.
- F. The State Attorney (or State Attorney designee) will, upon request of the City, made within five (5) business of a notification made in accordance with Section E.1 above, meet with the GPA Program Coordinator to discuss any significant concern over a recommended individual not being accepted in the Deflection Program; and following such meeting, the State Attorney (or designee) will make the final decision. During this time of reconsideration, a criminal case will not be initiated against the individual.
- G. The SAO shall charge no fee for participation in its program for any individual other than the statutorily required costs of prosecution.

TIME FRAME:

The SAO and the City agree that this MOU shall be effective upon the signatures of all authorized officials. After its execution, this MOU shall continue in effect from year to year thereafter until and unless cancelled by the agreement of the parties. The SAO and the City agree that either party may cancel or withdraw from this MOU upon sixty (60) days written notice to the other party, without penalty.

This Memorandum of Understanding is the complete agreement between the City of Gainesville and the Office of the State Attorney, Eighth Judicial Circuit of Florida, regarding the SAO Deflection

Intake Program and the GPD GPA Program, and may be amended or modified only by written agreement signed by both of the parties.

City of Gainesville

Recommended by:  
City of Gainesville Police Department

\_\_\_\_\_  
Lee R. Feldman, City Manager      Date

\_\_\_\_\_  
Tony Jones, Chief of Police      Date

*Approved as to Form & Legality:*

\_\_\_\_\_  
*Lee C. Libby, Sr. Assistant City Attorney      Date*

Office of the State Attorney, Eighth Judicial Circuit of Florida

\_\_\_\_\_  
Brian S. Kramer, State Attorney      Date