

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the Winter Haven Police Department, a law enforcement agency with the principal office located at:

Winter Haven Police Department  
125 North Lake Silver Drive Northwest  
Winter Haven, Florida 33881

hereinafter referred to as "WHPD" and the:

Polk County Sheriff's Office  
1891 Jim Keene Boulevard  
Winter Haven, Florida 33880

Point of Contact: Sergeant Edward Owens

Contact Phone: 863-298-6939

Contact Email: [ewens@polksheriff.org](mailto:ewens@polksheriff.org)

hereinafter referred to as "AGENCY"

### A. Purpose of this MOU

House Bill 1355 is intended to have the Department of Children and Families (DCF) abuse registry act as a central repository. Although non-caregiver abuse will now be a mandatory report, DCF will only investigate caregiver abuse allegations. DCF will be mandated to forward all allegations of non-caregiver abuse to the appropriate sheriff's office. The DCF will be forwarding these allegations via the Florida Crime Information Center (FCIC) by utilizing a Florida Administrative Message (FAM). The sheriff's offices will be responsible for distributing this information to police departments when the allegations are occurring within a municipality.

The purpose of this MOU is to provide for a set standard of practices between the WHPD and the AGENCY concerning the receipt and dissemination of non-caregiver abuse reports from the DCF. This MOU will take affect October 1, 2012 and will remain in affect until it is terminated either by the WHPD or the AGENCY by providing written notification to the other.

### B. Performance Under this MOU by the WHPD

For the period of this MOU, the WHPD agrees to:

1. Have a law enforcement officer available 24/7 for the purposes of responding in a timely manner to the dispatched location.
2. Acknowledge the call for service by having an officer respond to the dispatched location to commence a criminal investigation.

### C. Performance under this MOU by the AGENCY

For the period of this MOU, the AGENCY agrees to:

1. Generate a call for service for the WHPD upon receiving a FAM from the DCF concerning non-custodial abuse when the allegations are occurring within the jurisdictional boundaries of the WHPD.
  - a. This will be completed through the AGENCY's Emergency Communications Center. However, in the event a WHPD Officer is identified as the reporter in the FAM, the AGENCY may elect to not generate a call for service based on the presumption the WHPD is already aware of and is investigating the allegations.
2. The AGENCY agrees to generate a call for service for the WHPD upon receiving a transferred call from the DCF when the allegations are occurring within the jurisdictional boundaries of the WHPD.
  - a. This will be completed through the AGENCY's Emergency Communications Center.

D. Amendments

This instrument contains the entire MOU between the WHPD and the AGENCY with respect to the subject matter hereof. This MOU may only be amended by written mutual agreement of authorized representatives from the WHPD and the AGENCY. Any amendments shall be in compliance with legislative requirements.

E. Governing Law

This MOU is to be governed and construed in accordance with the laws of the State of Florida, Federal and Middle District of Florida.

\_\_\_\_\_  
For AGENCY (signature)                      Date

\_\_\_\_\_  
For WHPD (signature)                      Date

\_\_\_\_\_  
Print Name                                      Title

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Print Name                                      Title