

**MEMORANDUM OF UNDERSTANDING AND WORKING AGREEMENT
BETWEEN
THE DUNNELLON POLICE DEPARTMENT
AND
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

This Memorandum of Understanding and Working Agreement is entered into between the Dunnellon Police Department (hereafter, “Law Enforcement Agency”) and the Florida Department of Children and Families (hereafter “DCF”)(collectively “the Parties”):

WHEREAS, as required by Florida Statute 39.306, the Parties are desirous of entering into a Memorandum of Understanding and Working Agreement (hereafter “MOU”), setting forth the manner in which they would cooperatively address reports of child abuse, abandonment, and neglect involving criminal allegations;

WHEREAS, this MOU sets forth operational protocols for these investigations;

WHEREAS, the Parties are desirous of affirming their commitment to working cooperatively in these investigations and of updating their respective responsibilities;

NOW THEREFORE, the Parties agree as follows to the following:

A. PURPOSE

The purpose of this Memorandum of Understanding is to coordinate services to the families of Marion County through cooperation, collaboration, and the sharing of appropriate information by agencies within this jurisdiction. Specifically, this agreement establishes operational protocols for the joint investigation of abuse reports involving criminal allegations in order to:

- Provide standard, consistent, and thorough investigations
- Maximize the resources through a joint investigative process
- Minimize the number of interviews for children who are victims of abuse or neglect
- Allow for the orderly collection of evidence in the criminal investigative process
- Ensure the provision of appropriate services when deemed necessary for children and their families
- Provide a forum for on-going communication and resolution of issues involving family safety in this community and foster an effective

collaboration among:

- Law Enforcement
- State Attorney
- Judiciary
- Guardian
Ad Litem
- Domestic Violence Partners
- Child Protection Team / Child
Advocacy Centers
- Local School System
- Department of Juvenile Justice
- Department of Children and Families
- DCF's Managing Entity

B. DEFINITIONS

"Abandoned" means a situation in which the parent or legal custodian of a child or, in the absence of a parent or legal custodian, the caregiver, while being able, makes no provision for the child's support and has failed to establish or maintain a substantial or positive relationship with the child. For purposes of this subsection, "establish or maintain a substantial and positive relationship" includes, but is not limited to, frequent and regular contact with the child through frequent and regular visitation or frequent and regular communication to or with the child, and the exercise of parental rights and responsibilities. Marginal efforts and incidental or token visits or communications are not sufficient to establish or maintain a substantial and positive relationship with a child. The term does not include a surrendered newborn infant as described in S. 383.50, a "child need of services" as defined in Chapter 984, or a "family in need of services" as defined in Chapter 984. The incarceration of a parent, legal custodian, or caregiver responsible for a child's welfare may support a finding of abandonment.
[39.01(1), F.S.]

"Abuse" means any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or

emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child. (39.01(2), F.S.)

"Criminal Investigation" means an investigation conducted by an appropriate law enforcement agency for the purpose of uncovering evidence which may lead to an individual's prosecution for adult abuse, neglect or exploitation, or child abuse, neglect or abandonment, or other appropriate criminal charges.

"Domestic Violence" mean any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, or aggravated stalking or any criminal offence resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

"Emergency Placement - Child" means the temporary care of a child who is alleged to be or who has been found to be dependent, pending further disposition, before or after adjudication or after execution of court order. The placement may be with a relative, non-relative or state licensed home or facility.

"False Report" means a report of abuse, neglect, or abandonment of a child to the central abuse hotline, which report is maliciously made for the purpose of: (a) Harassing, embarrassing, or harming another person; (b) Personal financial gain for the reporting person; (c) Acquiring custody of a child; or (d) Personal benefit for the reporting person in any other private dispute involving a child. The term "false" does not include a report of abuse, neglect, or abandonment of a child made in good faith to the central abuse hotline. [39.01(29), F.S.]

"Family or Household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family and persons who have a child in common regardless of whether they have been married or have resided together at any time.

"Joint Investigation" means two agencies that conduct concurrent criminal and protective investigations.

"Neglect" occurs when a child is deprived of, or is allowed to be deprived of, necessary good, clothing, shelter, or medical treatment of a child is permitted to live in an

environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired. The forgoing circumstances shall not be considered neglect if caused primarily by financial inability unless actual services for relief have been offered to and rejected by such person. A parent or legal custodian legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child may not, for that reason alone, be considered a negligent parent or legal custodian; however, such an exception does not preclude a court from ordering the following services to be provided, when the health of the child so requires:

- a) Medical services from a licensed physician, dentist, optometrist, podiatric physician, or other qualified health care provider:
or
- b) Treatment by a duly accredited practitioner who relies solely on spiritual means for healing in accordance with the tenants and practices of a well-recognized church or religious organization.

Neglect of a child includes acts or omissions. [39.01(44), F.S.]

"Protective Investigation" means the acceptance of a report alleging child abuse, abandonment, or neglect, as defined in this chapter, by the central abuse hotline or the acceptance of a report of other dependency by the department; the investigation of each report; the determination of whether action by the court is warranted; the determination of the disposition of each report without court or public agency action when appropriate; and the referral of a child to another public or private agency when appropriate. (39.01(61), F.S.)

C. INVESTIGATIVE PROCEDURES

1. The Department of Children and Families shall immediately notify the Law Enforcement Agency, as required by Section 39.301(2) Florida Statutes, when a report of known or suspected child abuse, abandonment or neglect is received and suspected to have occurred within the City of Dunnellon. The Law Enforcement Agency shall review the report, determine whether a criminal investigation is warranted and notify the local Department of Children and

Families Office in Marion County. If the Law Enforcement Agency does not accept the case for criminal investigation, the agency shall notify the department in writing. The Child Protective Investigator will make contact for an officer to respond to the location of the Child Protective Investigator on reports of known or suspected child abuse made to the Department of Children and Families.

2. The Department of Children and Families and the Department of Children and Families Protective Investigator retain the responsibility for notifying the Law Enforcement Agency of any allegations of criminal conduct (as defined by Florida Statute s. 39.301(2)(b)), and for notifying the Law Enforcement Agency as required by Sections 39.301(18), Florida Statutes, immediately upon learning during the course of the investigation or when providing services that:
 - a. the immediate safety or well-being of a child is endangered;
 - b. The family is likely to flee;
 - c. A child has died as a result of abuse, abandonment, or neglect;
 - d. A child is the victim of aggravated child abuse as defined in Section 827.03,F.S.;
 - e. A child is a victim of sexual battery or of sexual abuse as defined in Section 39.01(67) F.S.;
 - f. A child is the victim of institutional abuse as defined in Section 39.01(33),F.S.;
 - g. A child is being removed from the home; or
 - h. A child is known or suspected to be a victim of human trafficking, as provided in Section 787.06.
3. The protective investigator shall immediately notify, by either telephone or electronic means, the Law Enforcement Agency that the Department of Children and Families has learned of a situation covered by Section C.2 of this agreement. The Law Enforcement Agency will assist in locating any alleged victims as described in Section C.2. A full written report will be delivered to the Law Enforcement Agency within three working days.

4. All written reports alleging criminal conduct as defined above, received during normal business hours, Monday through Friday, excluding weekends and legal holidays, shall be forwarded to the Law Enforcement Agency's on-site DCF coordinator, if applicable, otherwise the Department shall notify the Law Enforcement Agency, through its non-emergency telephone number or through the agency's Communications Center. It shall be the responsibility of the on-call DCF Investigator or supervisor to contact the Law Enforcement Agency's Communications Center to request an officer to initiate a criminal investigation.
5. Upon receipt of a written report of an allegation of criminal conduct, the Law Enforcement Agency's in-site DCF Coordinator, if applicable, or other officer assigned the matter, shall review the information in the written report to determine whether a criminal investigation is warranted and shall coordinate investigative activities with DCF whenever feasible.
6. Should the Law Enforcement Agency's on-site Coordinator or other officer assigned the matter not accept a case for criminal investigation, DCF shall be notified in writing of this decision.
7. As required by Section 39.306, F.S., The Law Enforcement Agency will assume lead in conducting any potential criminal investigations involving children in cases specified in Section C.2. The protective investigation will be coordinated with the criminal investigation. Evidence gathered in criminal investigations will be handled according to the policies and procedures of the Law Enforcement Agency.
8. The agencies agree to conduct joint investigations. During the course of such investigations, the agencies agree to share information on an on-going and continuous basis, if practicable. Both agencies understand that the safety of the victim is of primary concern and that the request for protective investigations by the Department of Children and Families must be responded to by the Department of Children and Families within 24 hours of receipt of the report for most situations. There are also situations which may require an immediate response due to the nature of the allegations.
9. If the Law Enforcement Agency requests that the Protective Investigator not interview the alleged perpetrator, that request shall be honored. The Department

of Children and Families case record must document the date and time of the request, the person making the request, and the reason for the request. The Law Enforcement Agency agrees to advise the Department of Children and Families when and if a protective interview can be conducted and, when appropriate, share the results of any interview conducted by the Law Enforcement Agency.

10. The Department of Children and Families will be responsible for assessing the immediate safety of the child and taking the necessary actions that will ensure the continued safety of the child. The Department will also be responsible for determining and implementing necessary services to support the family.
11. In reports that have been determined to be false, as defined in Section 39.01(29), F.S. and Section B of this agreement, the Department of Children and Families will refer to the Law Enforcement Agency such information for a criminal investigation. This referral will be made with the consent of the person who was originally identified as the alleged perpetrator. The Department of Children and Families will refer all subsequent reports involving children in the same family to the Law Enforcement Agency for all responses during the pending criminal investigation.
12. Unless otherwise specified in this written agreement or required by law, all reports of alleged abuse or neglect of a child will be taken by the Department of Children and Families Abuse Hotline for the area under the jurisdiction of the law enforcement agency signing this agreement and will be transmitted to the local Department of Children and Families office in Marion County.
13. The Florida Abuse Hotline shall be responsible, as required by Section 39.201(2)(b), F.S., for transferring all calls with information that a child has been harmed by a non-caretaker to the Law Enforcement Agency (or other single designated law enforcement entity) of the county in which the harm occurred.
 - a. The Law Enforcement Agency will be responsible for establishing procedures for accepting such information including any follow-up hard copy report from the Department of Children and Families and transferring it to any other appropriate law enforcement jurisdiction.

- b. The Law Enforcement Agency designated to receive non-caretaker abuse calls for the City of Dunnellon is the Dunnellon Police Department; the phone number is (352) 465-8510. All written Department of Children and Families reports documenting child-on-child sexual allegations will be forwarded to the Law Enforcement Agency within 48 hours.
14. The Department of Children and Families and the Law Enforcement Agency shall endeavor to develop, implement, and provide joint training on investigative protocols that further the purposes and goals of the MOU, including, but not limited to the following topics:
- a. The assessment of family and household violence during abuse investigations;
 - b. The assessment of Sexual Abuse, including Child on Child Sexual Abuse;
 - c. Human Trafficking, Missing and Exploited Children;
 - d. Drug Endangered Children ;
 - e. Abusive Head Trauma and Physical Abuse;
 - f. Child Fatalities; and
 - g. Neglect.
15. If either party becomes aware of a surrendered newborn infant meeting the criteria of suspected or actual abuse or neglect, or of a newborn being surrendered in a place other than a hospital, emergency medical services station, or fire station, that the parties will contact the statewide central abuse hotline at 1-800-96-ABUSE. The Parties recognize that, pursuant to Florida Statute s. 383.50, firefighters, emergency medical technicians, and paramedics have the statutory duty to provide emergency medical services and transportation to hospitals for surrendered newborn infants.
16. If the caller reports indications of abuse or neglect beyond that necessarily entailed in the infant having been surrendered to a fire station or hospital, the report shall be considered as a report of abuse, neglect, or abandonment and shall be subject to the requirements of s. 39.201 and all other relevant provision of this chapter.

D. SHARING OF INFORMATION

- 1. The Department of Children and Families is recognized as a criminal justice agency for the purpose of child protective investigations, pursuant to

Section 943.045, F.S. Pursuant to Section 39.306, F.S., and within statutory guidelines, the Law Enforcement Agency is authorized to share with assigned Department of Children and Families Protective Investigators, Florida criminal history and local criminal history information accessed through the Florida Crime Information Center(FCIC) and not otherwise exempt from Section 119.07(1), F.S.

- a. Such information may be used only in the furtherance of a specific child protective investigation, including the emergency placement of an endangered child. The agencies will clearly define those investigations specified under this section.
 - b. Such information will be provided without charge.
 - c. Such information may be provided by the assigned criminal investigator.
 - d. The release of such information will be documented in accordance with applicable Florida Department of Law Enforcement FCIC procedures.
2. Within statutory guidelines, the Law Enforcement Agency will, upon request, provide to the designated Child Protective Investigator a copy of all initial law enforcement reports relating to a domestic violence incident, including a narrative description of the incident and any subsequent, supplemental or related reports.
- a. Such reports shall be clearly defined as part of this agreement but shall include those in which children are present when family violence occurs.
 - b. Such report shall be used only for the purpose of child protective investigations and placements of children under Department of Children and Families care.
3. Within statutory guidelines, the Law Enforcement Agency shall develop procedures to allow access to or otherwise share all appropriate local criminal information on an individual under investigation with the assigned protective investigator.
4. During criminal investigations and within statutory guidelines, the Department of

Children and Families will provide to the Law Enforcement Agency copies of protective investigation reports, when requested prior reports on the child or alleged perpetrator. Any reports shall be provided without cost to the law enforcement agency. Copies of these reports shall include the identity of the reporter which remains confidential pursuant to Section 39.202, F.S. The name of any person reporting child abuse, abandonment, or neglect may not be released to any person other than employees of the department responsible for child protective services, the central abuse hotline, law enforcement, the child protection team or the appropriate state attorney. This does not prohibit the subpoenaing of a person reporting child abuse, abandonment, or neglect when deemed necessary by the court, the state attorney, or the department, provided the fact that the person is not disclosed as the reporter.

5. All information, reports, documents, etc., provided under the provisions of this agreement shall retain confidential status provided under law and shall not be distributed outside the undersigned agencies unless otherwise authorized or mandated by law.

E. SINGLE POINT OF CONTACT

The parties shall designate a single point of contact for issues that arise under this MOU and as the person to whom concerns regarding protocols, procedures, or training shall initially be addressed. Either party may modify their designated Single Point of Contact by submitting written notice to the other party's Single Point of Contact and any other individual set forth in the "Notices" section, below. The Single Point of Contact, as of the date of the party's entering into this Amendment, is as follows:

For the Agency:

Tel: (352) _____

Email: _____

For DCF:

Robert Redding, Marion Co. DCF

1100 S.W. 38th Avenue

Ocala, FL 34474

Tel. (352) 442-3737

Email: robert.redding@myflfamilies.com

F. EFFECTIVE DATE

This Amendment shall take effect upon it being signed by both parties.

G. TERM AND TERMINATION

The MOU shall remain in effect unless and until it is terminated by either party. The MOU may be terminated by either party upon delivery of written notice to the other party.

H. MODIFICATION

The MOU may be modified only by written agreement, signed by each of the parties.

I. NOTICES

All notices required to be provided under the MOU shall be provided to the designated Single Point of Contact, as set forth above or as subsequently modified, as well as to the following person(s). Unless otherwise provided herein, all notices or other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the Single Point of Contact, and the following persons or any other person at any other address as may be designated in writing by the parties:

For the Agency:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Tel: (352) [Redacted]
Email: [Redacted]

[Redacted], City Attorney
Address 1 [Redacted]
Address 2 [Redacted]
Tel: (-) [Redacted]
Email: [Redacted]

For DCF:

Robert Redding, Marion Co. DCF Program
Administrator
1100 S.W. 38th Avenue
Ocala, FL 34474
Tel. (352) 442-3737
Email: robert.redding@myflfamilies.com

Joyce Miller, C5 General Counsel
1300 S. Duncan Drive, Bldg. C
Tavares, FL 32778
Tel. (352) 303-2077
Email: joyce.miller@myflfamilies.com

J. MEDIATION

Any controversy or claim arising out of or relating to this MOU, or an alleged breach of this MOU, shall be sent to mediation for possible resolution prior to either party filing any lawsuit. If the mediation does not occur within ten (10) days of the written request of either party, or if, having occurred it did not result in resolution, then either party may file suit to enforce this MOU. The parties shall equally share in the cost of mediation.

K. GOVERNING LAW, VENUE, AND COURT COSTS

The MOU and all transactions contemplated under this MOU are governed by, and construed and enforced by, the laws of the State of Florida without regard to principles of conflicts of laws. Any action brought to enforce the MOU must be brought in the state court of competent jurisdiction in Marion County, Florida, except that actions that may be brought exclusively in federal court may be brought in the Middle District of Florida, Ocala Division. Each party will bear their own attorney's fees and costs brought to enforce this MOU or seek any remedy in law, equity, or otherwise.

L. SOVEREIGN IMMUNITY

Nothing in this MOU is intended to waive sovereign immunity by the City of Dunnellon, the Dunnellon Police Department, or any agency or political subdivision to which sovereign immunity may be applicable, or any of their agents or employees, nor is it intended to waive any rights or limits of liability existing under § 768.28, Fla. Stat. This term survives the termination of all performance or obligations under this MOU and is fully binding until any applicable statute of limitations bars any proceeding brought under this MOU.

M. NO THIRD PARTY BENEFICIARIES

Nothing in this MOU should be construed as consent by the Law Enforcement Agency or any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

N. ASSIGNMENT

This MOU and the duties and obligations hereunder may not be transferred or assigned by any of the Parties, without delivery of notice to the other party as provided herein.

O. EACH PARTY LIABLE FOR OWN ACTIONS

Each of the parties to this MOU shall be fully responsible for the acts and omissions of their own agents or employees, the defense to any lawsuit filed against them, and for any judgment or settlement, to the extent permitted by law, and further, neither party will be liable for the acts, omissions, or negligence of the other party or the other party's agents or employees.

WHEREFORE, the parties hereby enter into this Memorandum of Understanding and Working Agreement between the Law Enforcement Agency and the Florida Department of

Department of Children and Families:

Signed: _____

Printed Name: _____

Title: _____

Florida Department of Children and Families

Phone: _____

Email Address: _____

_____ Date

Attest:

CITY OF DUNNELLON

City Clerk

William P. White, Mayor (Date)

**For the use and reliance of the
City of Dunnellon only;
Approved as to form and legality**

**Mike McQuaig, Chief of Police (Date)
Dunnellon Police Department**

City Attorney