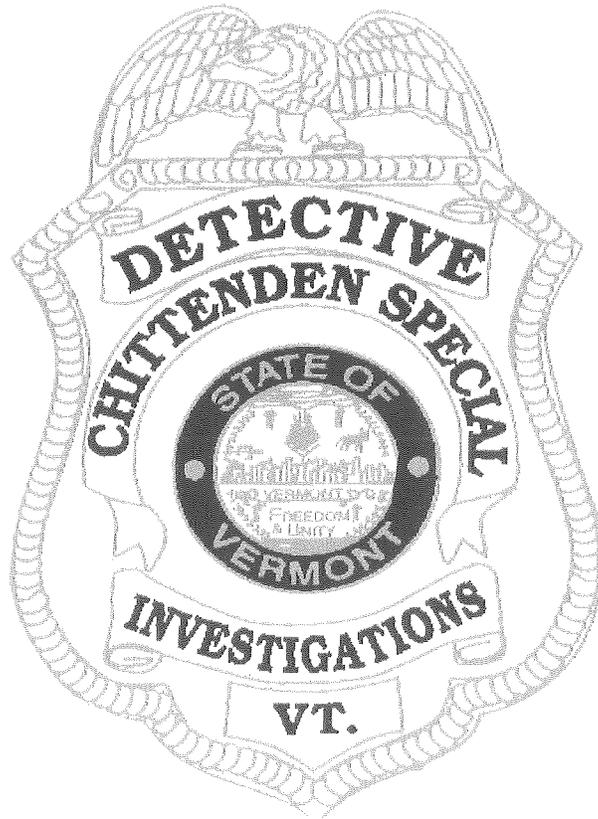


**INTERGOVERNMENTAL
AGREEMENT
FOR
*CHITTENDEN UNIT FOR SPECIAL
INVESTIGATIONS***



THIS AGREEMENT, MADE AMONG THE AGENCIES, MUNICIPALITIES AND TOWNS SIGNING THIS AGREEMENT, EACH HEREAFTER REFERRED TO AS “AGENCIES,” PROVIDES AS FOLLOWS:

SECTION 1: PURPOSE OF AGREEMENT

It is recognized that in certain situations the use of coordinated police services to perform police duties outside of the territorial limits of the town or city where officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

It is also acknowledged that specialized training and support services for investigators are essential to the thorough investigation of crimes of sexual assault and other sexual offenses. Special emphasis will be on cases involving child sexual abuse, serious child physical abuse and assistance with, or investigation of child fatalities. It is the purpose of all agencies participating in this Agreement to support the current and future needs of the Chittenden Unit for Special Investigations (CUSI) in order to investigate these cases on a county-wide basis.

The goal of the CUSI multidisciplinary unit is to promote cooperative efforts between the various agencies that are involved in the prevention, investigation, advocacy, therapeutic treatment and prosecution of these cases and to better protect and serve victims and families impacted by these cases.

SECTION 2: CUSI POLICY BOARD

The Policy Board shall oversee the finances and budget for CUSI including grant applications. It shall also manage and direct the resolution of any inter-agency disputes that may arise. The Child Advocacy Center (CAC) Executive Director shall be

responsible for the creation and distribution of the annual budget, grant applications and monitoring of all fiscal operations of the Chittenden Unit for Special Investigations.

The CAC Executive Director shall provide reports and information to the Policy Board so that the Board may oversee the financial operations of the Chittenden Unit for Special Investigations. The CAC Executive Director shall report to the respective towns, cities and agencies as needed regarding the financial status of the Chittenden Unit for Special Investigations or pursuant to any recommendations made by the Policy Board.

The position of the CUSI Unit Supervisor shall be appointed by the Burlington Police Department with the final approval of the Policy Board. The CUSI Unit Supervisor is directly responsible for the daily investigative operations of the Chittenden Unit for Special Investigations to include but not limited to: Personnel management, case assignment/supervision/resolution and liaison to the community and local partner agencies. The CUSI Unit Supervisor will provide verbal and/or written reports and information to the Policy Board.

Direct supervision of the CAC Executive Director and the CUSI Supervisor positions rests with their respective agencies.

SECTION 3: UNIT PROTOCOL

All law enforcement and DCF investigators, victim advocates and prosecutors assigned to CUSI shall adhere to the protocol established and adopted by the Chief's of Police and the CUSI Policy Board in July 1992 and any amendments made to that protocol.

SECTION 4: ASSIGNMENT OF INVESTIGATOR(S)

Colchester, Essex, South Burlington and the Vermont State Police (VSP) agree to assign one (1) full-time investigator to CUSI for a minimum period of three (3) years. Burlington shall assign three (3) investigators, with one (1) serving as the CUSI Unit Supervisor.

In addition, Burlington shall provide supervisory support to the Director of CUSI

Each agency will continue to be responsible for payment of salary and employee benefits. Should an agency elect to remove their assigned investigator from CUSI, they shall become a non-contributing town/city responsible for making a financial contribution to fund the operations of the Chittenden Unit for Special Investigations as outlined below in Section 6.

SECTION 5: SUPERVISION OF INVESTIGATORS

During the period of their assignments, all investigators shall be under the direct supervision of the CUSI Unit Director. All investigators will also remain under the general supervision of their respective agencies.

SECTION 6: FINANCIAL CONTRIBUTIONS

Those towns or cities which have not contributed investigatory staff (non-contributing) shall make a financial contribution to fund the operations of the Chittenden Unit for Special Investigations.

The financial contribution of these towns and cities shall be based on the total budget required by the Chittenden Unit for Special Investigations as determined by the annual budget schedule. Distribution of the budget across the financially contributing towns and cities will be based upon the individual town/city population as a percentage of the overall population of Chittenden County. Population figures will be provided by individual towns and cities and validated via the US Census, the Vermont Health Department or other accepted source of population figures.

Notice of financial contribution due shall be made in advance by the Chittenden Unit for Special Investigations and payment shall in accordance with an agreed upon payment schedule. To provide a venue for individual towns/municipalities to discuss the above financial agreement, the Chittenden Unit for Special Investigations will host an annual budget meeting/open house at the CUSI facilities. At this meeting, representative(s) from each affected agency, town or city will have the opportunity to tour the facility and to be heard regarding CUSI budgetary matters.

The Chittenden Unit for Special Investigations will re-evaluate budgetary needs and overall county/town and city population figures on a three year basis.

SECTION 7: TERM OF AGREEMENT:

This Agreement shall remain in full force and in effect for three years. Each participating town or city is bound to its obligation for personnel or financial support for the full term.

In witness whereof, this Agreement has been executed and is effective and operative as to each of the parties as herein provided.

