

## **Operational Agreement No. 133-M1411**

This Operational Agreement, entered into by and between the El Dorado County District Attorney's Office, the El Dorado County Department of Health & Human Services, the El Dorado County Sheriff, and the Placerville Police Department; (hereinafter referred to collectively as "User Agencies")

### **WITNESSETH:**

**WHEREAS**, the User Agencies intend to work together toward the mutual goal of facilitating the investigation of child abuse cases in order to minimize the trauma to child victims and their families residing in the western portion of El Dorado County and to maximize the effectiveness of criminal prosecution and in support of the MDIC Inter-Agency Protocol revised in 2011 (see copy attached hereto as Exhibit "A"); and,

**WHEREAS**, this Operational Agreement is intended to set forth the responsibility of each User Agency with regard to the use and maintenance of the Multidisciplinary Interview Center (MDIC).

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The MDIC is located at the El Dorado County District Attorney's Office, 532 Main Street, Placerville, California 95667.
2. To foster effective communication and coordination among the User Agencies, each User Agency will designate a staff person to serve as liaison to the other User Agencies. These staff members will communicate as needed, and work to ensure that each User Agency adheres to the terms of this Agreement.
3. Scheduling of the MDIC will be coordinated by the El Dorado County District Attorney's Office.
4. It is the responsibility of each User Agency to ensure that the MDIC is secure after each use.
6. Payments for utilities and janitorial service, and any additional payments associated with the operations of the MDIC will be administered by the El Dorado County District Attorney's Office. These payments will be made from the MDIC Trust Fund. Each User Agency agrees to reimburse the El Dorado County

District Attorney's Office for its share of the MDIC operating costs. Costs shall be allocated as follows:

**Payment for utilizing the MDIC, including but not limited to utilities and janitorial services:**

District Attorney	\$350.00 per month
Sheriff's Office	\$350.00 per month
Health & Human Services	\$150.00 per month
Placerville Police Department	\$150.00 per month

Payments shall be made payable to the El Dorado County District Attorney's Office on a quarterly basis in advance. Due to the agenda item going to the Board of Supervisors on July 30, 2013, the first quarterly payment will be due and payable on September 1, 2013. Subsequent payments will be due and payable quarterly per the following payment schedule:

July 1, 2013 – September 30, 2013 – due September 1, 2013  
October 1, 2013 – December 31, 2013  
January 1, 2014 – March 31, 2014  
April 1, 2014 – June 30, 2014  
July 1, 2014 – September 30, 2014  
October 1, 2014 – December 31, 2014  
January 1, 2015 – March 31, 2015  
April 1, 2015 – June 30, 2015  
July 1, 2015 – September 30, 2015  
October 1, 2015 – December 31, 2015  
January 1, 2016 – March 31, 2016  
April 1, 2016 – June 30, 2016  
July 1, 2016 – September 30, 2016  
October 1, 2016 – December 31, 2016  
And the 1<sup>st</sup> of each quarter thereafter through June 30, 2018

Payments from County Departments to the District Attorney shall be submitted to the Auditor's Office via journal entry no later than the 20<sup>th</sup> day of the month preceding the beginning of the quarter. District Attorney will invoice the Placerville Police Department, and payment shall be due according to the payment schedule referenced above.

7. The County official with responsibility for administering this Agreement is Vern Pierson, District Attorney, or successor.


8. This Agreement may be terminated with respect to the participation of any User Agency upon six (6) months written notice to all the other User Agencies.
9. This Agreement shall become effective when fully executed by all parties hereto, and shall cover the period July 1, 2013, through June 30, 2018, and continue in effect unless terminated in accordance with Part 8 hereof.

IN WITNESS WHEREOF the parties hereto have executed this Operational Agreement, Number 133-M1411, on the day and year first below-written.

COUNTY OF EL DORADO

Dated: 8/6/13  
By:   
Ron Briggs, Chair  
Board of Supervisors

ATTEST:  
James Mitrison,  
Clerk of the Board of Supervisors

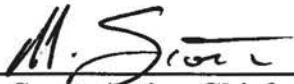
Dated: 8/6/13  
By:   
Deputy Clerk

By:   
John D'Agostini, Sheriff Dated: 7/22/13

By:   
Jan Walker-Conroy, Acting Director  
Health & Human Services Dated: 7/15/13

By:   
Vern R. Pierson, District Attorney Dated: 7/22/13

**PLACERVILLE POLICE DEPARTMENT**

By:  Dated: 7-16-13  
Mike Scott, Acting Chief of Police

NVA

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