



CITY OF PORTSMOUTH, VIRGINIA

— Established 1752 —

Office of the City Attorney

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January 23, 2008

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W. Eugene White
Cheran D. Cordell

The Hon. William O. "Bill" Watson, Sheriff
701 Crawford Street
Portsmouth, Virginia 23704

Re: **Community Enforcement Unit**

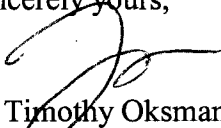
Dear Sheriff ~~Watson~~:

I am pleased to provide your copy of the "Memorandum of Understanding: Community Enforcement Unit." Thank you for agreeing to provide this valuable service to improve public safety and community quality for all Portsmouth citizens.

Please let me know if I can be of any further assistance.

With kind regards, I am

Sincerely yours,


G. Timothy Oksman
City Attorney

GTO:sts

cc: Kenneth R. Chandler, City Manager

Dr. L. Pettis Patton, Deputy City Manager

**MEMORANDUM OF UNDERSTANDING:
COMMUNITY ENFORCEMENT UNIT**

This Memorandum of Understanding for a Community Enforcement Unit, made this 23rd day of January, 2008 by and between the City of Portsmouth (the "City") and the Portsmouth Sheriff's Office (the "Sheriff's Office") provides as follows:

RECITALS

A. The Portsmouth Police Department (the "Police Department") and the Sheriff's Office are duly authorized law enforcement agencies serving the citizens of Portsmouth, with each agency having different primary responsibilities, and with the two agencies having certain shared responsibilities.

B. One of the primary responsibilities of the Police Department is protecting community quality and neighborhood safety, but collaborative efforts of both public safety agencies in such efforts would allow broader protection for our citizens.

C. The Sheriff's Office has offered to provide these collaborative efforts through creation of a Community Enforcement Unit (the "CEU"). The City appreciates and wishes to accept said offer.

D. The parties wish to cooperate in this effort, so as to better serve and protect the citizens of Portsmouth.

E. The purpose of this instrument is to set forth the terms and conditions by which said additional services will be provided by the Sheriff's Department.

AGREEMENT

1. Intention. This instrument is a Memorandum of Understanding. It sets forth the good

faith intentions of the parties, and each party intends to abide by it fully, in letter and in spirit, but it creates no legally enforceable rights or duties in either party, nor does it create any rights in any third party.

2. Duration. This instrument is for a period of one year, commencing February 1, 2008 and concluding January 31, 2009. It may be terminated in writing prior to one year by either party with or without cause. It is not self-renewing, but it may be extended or renewed by written agreement of the parties.

3. Staff to be assigned. The CEU will consist of the equivalent of five full-time Deputies (40 hours per week for each Deputy) to perform the public safety services described herein. One of the Deputies will have command responsibility. All Deputies will have appropriate law enforcement qualifications and certifications. The members of the CEU will not work any fixed schedule, and their schedule will be in the sole discretion of the Sheriff or his designee. The members of the CEU will remain under the sole supervision, command, control, and direction of the Sheriff, they will be deemed employees of the Sheriff for all purposes, and they will not be considered City employees or officials for any purpose. Nothing in this paragraph shall be interpreted to cause the City to cease providing services it has traditionally provided to all members of the Sheriff's Office to include members of the CEU. Those services include by way of illustration and without limitation payroll and benefits services, providing forms and other documentation for use in reporting criminal incidents, defense of automobile cases, and other such services.

4. Payment of costs for services; documentation. The City will pay the cost of operating the CEU, in the fixed annual amount of \$347,885.00, all-inclusive, pursuant to an appropriation

duly made by Portsmouth City Council on January 22, 2008. It is further anticipated that the unexpended net balance of this amount at the conclusion of FY2007-08 will be recommended and programmed by the City Manager for official City Council approval and appropriation in the City's FY2008-09 Operating Budget. Payment will be made solely from certain funds to be generated by the Sheriff's Office for thirty new federal prisoners to be housed by the Sheriff, to generate funds in excess of the \$444,726 revenues currently anticipated from said source, and it is contingent on the receipt of those funds. As a benchmark, funding for the program will require no less than \$125,000 in additional federal prisoner funds to be received or accrued not later than June 30, 2008. The City will account for the Sheriff's expenses under this instrument as they are incurred, using standard operating procedures via a special projects account, and the City will provide normal payroll and invoice payment services to the Sheriff's Office without charge. The Sheriff's Office will be responsible for purchase of all equipment and payment of all salaries, benefits, and operating costs of the CEU from said amount. The Sheriff's Office will maintain reasonable documentation of the hours worked by the CEU during the applicable reporting period, and said documentation will be made reasonably available for review by the City Manager or members of City Council upon request from time to time.

5. Services to be provided. The CEU will provide the following law enforcement services, under the sole direction of the Sheriff or his designee:

- a. *Random patrol.* Provide random patrol in selected neighborhoods to enhance public safety visibility.
- b. *Directed patrol.* Provide directed patrol to targeted or directed areas. The members of the CEU will be subject to backup and 911 dispatch, to the extent of the need and their

availability.

c. *Code enforcement.* Report observed violations of the zoning ordinance and property maintenance laws to the City's Department of Permits and Inspections.

d. *Warrant services.* Special emphasis on issuance of warrants in neighborhoods where the CEU is operating.

e. *Traffic enforcement.* Enhanced patrolling for traffic enforcement.

f. *Truancy/curfew.* Focus on enforcing truancy laws, and also curfew laws for youths age sixteen and under. Coordinate enforcement with the Portsmouth Public School system and the Department of Social Services, as applicable.

g. *Court testimony.* For criminal charges brought by members of the CEU, the CEU will be solely responsible for providing all needed court testimony, including any possible appeals, until each case is completed.

h. *Reports.* The CEU will be responsible for maintaining case files, making all normal reports, and handling of all evidence in cases brought by members of the CEU.

6. Coordination. The Police Department and the CEU will coordinate their activities as follows:

a. *Contacts.* The contact officials responsible for coordinating the activities of the two agencies will be the Chief of Police, Assistant Chief for Operations, and Community Services Lieutenant with the Police Department and Sheriff William Watson and Lieutenant Lee Cherry with the Sheriff's Office.

b. *Undercover operations.* Undercover operations will be the sole responsibility of the Police Department, and the CEU will not engage in such activities unless requested by the

Police Department. The term “undercover operations” means law enforcement officers disguised and acting as a criminal decoy to attract persons who are intent on committing a crime. It does not mean plain clothes deployment or surveillance.

c. *Communication.* There will be radio or in-person operational communication between the CEU and the Police Department at all times (i) to ensure the safety of all officers, deputies, and the public, (ii) to ensure properly coordinated activities, and (iii) to prevent duplication of effort. The members of the CEU will keep the Police Dispatcher properly updated on the neighborhoods or areas in which they are operating at any given time, including signing in and signing off in the normal way, all in compliance with Police General Order OPR-08 (Police Radio Communications). The member of the CEU may elect to use the Police TAC and shall have access to same, if desired.

d. *Dress.* Members of the CEU may be in a Basic Duty Uniform or plain clothes, in the sole discretion from time to time of the Sheriff or his designee, but they will at all times be readily identifiable as members of the Sheriff’s Office.

e. *Command.* Incident command shall be as follows: for fire and emergency management, Portsmouth Department of Fire, Rescue, and Emergency Services; for major crimes and all police-designated crime scenes, Police Department; for all incidents within the City Jail, Sheriff’s Office; for multi-agency incidents, Police Department.

7. Reporting. The Sheriff’s Office will provide monthly written reports to the City Manager that fairly and accurately describe the services provided under this instrument. The Sheriff will also conduct quarterly briefings of a similar nature for Portsmouth City Council.

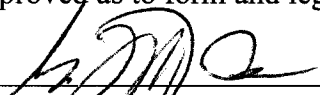
WITNESS the following signatures:

CITY OF PORTSMOUTH, VIRGINIA

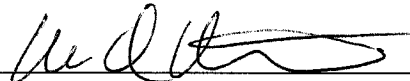
By 
Kenneth L. Chandler, City Manager


Edward G. Long, Police Chief

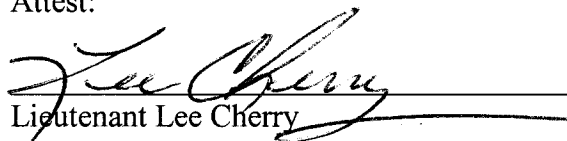
Approved as to form and legality:


G. Timothy Oksman
City Attorney

PORTSMOUTH SHERIFF'S OFFICE

By 
The Hon. William O. ("Bill") Watson

Attest:


Lieutenant Lee Cherry