

original 5/10/23

Memorandum of Understanding

Between

LANCASTER COUNTY SHERIFF PATRICK MCCRANIE

AND

TOWN OF IRVINGTON, VIRGINIA

May 2023

This Memorandum of Understanding ("MOU") establishes the understanding between the Lancaster County Sheriff Patrick McCranie ("Sheriff") and the Town of Irvington, Virginia ("Town") regarding the Town's engagement of sheriff's deputies for law enforcement services.

Beginning as soon as reasonably practicable, but not later than June 1, 2023, trained, available deputies employed by the Sheriff ("deputies") will be hired on an hourly basis by the Town while not on duty as a Lancaster County Sheriff's Deputy. The work is to be paid hourly with no benefits provided by the Town. Deputies would be paid an initial rate of \$40 an hour, subject to Town Council approval and appropriation and adjustment from time to time. Duties would be to serve in a law enforcement capacity and as road deputies. In this capacity, deputies will run radar and provide other related services as assigned. Deputies would enforce applicable laws and write tickets or warrants under Town ordinances, if one is available (e.g., the Town parallel traffic ordinance).

The Sheriff or his designee must grant permission to any deputy wishing to provide law enforcement services to the Town pursuant to this MOU prior to the deputy being engaged to perform such services. Shifts will be rotating and assigned based on a sign-up sheet available at the Sheriff's Office.

The responsibility of establishing standards of performance, tentative proposed assignment of personnel, determining and effecting discipline, determining training required, and other matters relating to the performance of services and control of law enforcement personnel shall remain with the Sheriff in a manner consistent with this Agreement and the Sheriff's statutory and other legal obligations. However, the Town will be the employer and supervisor on an hourly basis with no benefits, and will be responsible to set hours, provide their equipment, and generally direct their efforts while signed into duty with the Town.

The Town insure the deputies in their performance hereunder from the time they sign in until the time they sign out, excepting any time reassigned in an emergency situation by the Sheriff. Insurance coverages will be as determined between the Town and his insurer; initially, this will include workers' compensation, VSRS Law Enforcement Liability and Line of Duty Act (LODA) coverages, in addition to auto coverage for any automobile provided below.

The Town will purchase a retired vehicle from the Sheriff with all equipment associated with the car at the cost of \$500. The Town will own and title the car, and be responsible for registration,

tags, title, insurance and all maintenance. Calibration of radar is required every 6 months, and the Lancaster County Sheriff's Office agrees to assist the Town with those. It is anticipated that the deputies will keep the fuel tank full at the Town's expense and identify and communicate any maintenance needs to the appropriate Town employee.

This MOU contemplates that a deputy will be present in Irvington at least once a week for a 4-hour shift or as otherwise agreed between the Town and the deputy. Rotation of locations will occur. It is anticipated that the areas would include the area on Rt. 200 between White Fences Drive & the Citgo Gas Station; the area on Rt. 200 between NN Insurance Company & the Citgo Station & King Carter Drive between Rt. 200 & Tides Inn. The Town will provide a credit card or debit card or other means for deputies to purchase gasoline. Each shift, the Town will provide a key to the deputy providing services pursuant to the terms of this MOU to permit the deputies access to the Town Office as needed, including for use of the restroom and for sign in and sign out purposes. Court appearances by the deputies for Town matters will be handled by the deputy as part of normal duties for the Sheriff's Office at no charge to the Town.

The term of this MOU shall become effective when signed by both parties below and shall remain in effect until end of Sheriff McCranie's final term of office, termination by either party upon 30 days' notice to the other party, or failure to appropriate funds by the Town. At the end of Sheriff McCranie's term of office, this MOU will be considered for readoption by the incoming Sheriff. This MOU may be amended, modified or terminated at any time by agreement of the parties in writing.

The Sheriff will maintain records of hours as each deputy signs up, and provide the same periodically to the Town. The Town will maintain records of deputy sign in and sign out times, and provide the same to the Sheriff periodically. The Sheriff will keep records of any tickets, warrants or otherwise issued by the deputies while engaged by the Town. The Town and Sheriff will prepare and maintain such other records as agreed to between the parties, such as car maintenance records.

SIGNATURES:

Lancaster County Sheriff's Office By: <u>Patrick McCranie</u> Patrick McCranie, Sheriff 5/10/23 Date	Town of Irvington, Virginia By: <u>Julie W. Harris</u> Julie Harris, Mayor 5/10/23 Date
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