

**RESOLUTION NO. 12922-16**

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN HAMPTON ROADS PENINSULA DRUG INITIATIVE RECIPROCAL AGREEMENT BY AND BETWEEN THE CITY OF HAMPTON, VIRGINIA; THE CITY OF NEWPORT NEWS, VIRGINIA; AND THE VIRGINIA STATE POLICE, BUREAU OF CRIMINAL INVESTIGATION.

WHEREAS, for several years the City has been a member of the Peninsula Narcotics Enforcement Task Force; and

WHEREAS, the Peninsula Narcotics Enforcement Task Force is to be dissolved on June 30, 2016, and replaced by the Hampton Roads Peninsula Drug Initiative.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Hampton Roads Peninsula Drug Initiative Reciprocal Agreement by and between the City of Hampton, Virginia; the City of Newport News, Virginia; and the Virginia State Police, Bureau of Criminal Investigation.

2. That the City Manager is hereby authorized and directed to execute any and all documents, including amendments to this Agreement, after such documents have been reviewed and approved by the City Attorney, and take such further actions as shall be necessary to finalize this Agreement.

3. That a copy of the said Agreement is attached hereto and made a part hereof.

4. That this resolution shall be in effect on and after the date of its adoption, May 24, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON MAY 24, 2016

Mabel Washington Jenkins, MMC  
City Clerk

McKinley L. Price, DDS  
Mayor

A true copy, teste:

City Clerk



**Hampton  
Roads  
Peninsula  
Drug  
Initiative**

**Reciprocal Agreement**

## HAMPTON ROADS PENINSULA DRUG INITIATIVE RECIPROCAL AGREEMENT

This Reciprocal Agreement (hereinafter referred to as "Agreement") shall be made effective on the \_\_\_\_ day of \_\_\_\_\_, **2016** by and between the City of Hampton, City of Newport News, and Virginia State Police, Bureau of Criminal Investigation (hereinafter referred to as "VSP").

WHEREAS, the Hampton Police Division (hereinafter referred to as "HPD"), Newport News Police Department (hereinafter referred to as "NNPD"), and VSP wish to enter into this Agreement pursuant to §15.2-1724, §15.2-1726, and §15.2-1736 for the purpose of combining the member agencies' resources with the intent to target the most prolific local, multi-state, and international drug Trafficking and Money Laundering Organizations (DTOs/MLOs) operating in the Peninsula area of the Hampton Roads.

WHEREAS, the Initiative is an investigative body sanctioned by the participating members without the authority to hire, fire, discipline or own property unto itself.

NOW THEREFORE, for and in consideration of the undertakings of the parties to this Agreement, the HPD, NNPD, and VSP covenant and agree, each with the other as follows:

**Definitions:** As used in this Agreement:

"Command Board" is the Initiative's governing body. The Command Board membership will be comprised of the Chiefs of Police of Hampton and Newport News Police Departments and the VSP Division Commander, of the Bureau of Criminal Investigation (BCI), Chesapeake Field Office. The purpose of the Command Board is to set goals and objectives for the Initiative, and to establish policies and procedures under which the Initiative will operate. Each member of the Command Board or their designated representative shall have one vote in matters that pertain to the Initiative and all matters shall require a quorum of three members and a majority decision of those present and voting, before any action is taken, unless otherwise agreed upon in writing as indicated in an attached Addendum. The Command Board will meet no less than four times each year to review the activities and policies of the Initiative. Any member of the Command Board may call a special meeting through coordination with all Command Board members being duly notified. The same rules that apply to the regular Command Board meetings shall apply to all special meetings. The lead federal law enforcement partner/sponsor is the U.S. Customs and Immigration Homeland Security Investigations Norfolk, VA; hereinafter referred to as "ICE/HSI"). ICE/HSI along with the U.S. Attorney's Office for the Eastern District of Virginia and the Commonwealth Attorney's Offices for the Cities of Hampton and Newport News will be active partners in the Initiative.

"Coordinator" is the Initiative's supervisor who is employed by a member agency of the Initiative and appointed and acts under the direction of the Command Board.

"Criminal Investigation" shall mean investigation of any local, multi-state, and international drug Trafficking and Money Laundering Organizations (DTOs/MLOs) with a nexus to any aforementioned crimes occurring in the Peninsula area of the Hampton Roads.

HIDTA (High Intensity Drug Trafficking Area) refers specifically to the Washington/Baltimore HIDTA, in which the Hampton Roads Peninsula Drug Initiative or HRPDI (hereinafter referred to as "Initiative") is included. The Washington/Baltimore HIDTA is one of 28 HIDTAs throughout the country designated by the Director of the Office of National Drug Control Policy (ONDCP). ONDCP is a component of the Office of the President. The Initiative shall have the primary investigative responsibility for Criminal Investigations.

**Use of office space, equipment, and support staff:** Subject to funding (October 1 to September 30), ICE/HSI will provide financial support (up to \$70,000) to HPD for office space to co-locate Initiative personnel. HPD, NNPD and VSP will contribute, at their discretion, existing surveillance equipment, vehicles, office equipment, office supplies, intelligence information, and administrative support staff currently assigned to the respective agencies. These assets will remain the property of the respective agencies. Equipment purchased by HIDTA shall remain the property HIDTA.

**Expenditures:** ICE\HSI will serve as the HIDTA's fiscal agent for the Initiative. The Finance Department for the City of Hampton shall have fiscal responsibility for the Initiative's operating budget. The City of Hampton will account, audit, and monitor the Initiative. Should the Initiative be discontinued, the City of Hampton will retain access to the Initiative's funds for a period of twelve (12) months to ensure that all bills and obligations are met. After that time, the remaining funds will be returned to the participating Initiative agencies according to the same formula they were contributed. The Initiative shall be responsible and pay for any special audit or financial statements requested. The Coordinator is authorized to expend Initiative funds to support the routine operation of the Initiative. Expenditures outside of the scope of this agreement will not be made without the approval of the Command Board. Approval, via telephone, is authorized in the case of investigative necessity. Travel outside the Initiative's geographic area of responsibility shall be approved in advance by the Coordinator.

HPD, NNPD and VSP shall provide annually (July 1), contributions to fund specific annual operating expenses (July 1 to June 30) of the Initiative. VSP agrees to pay only for the pre-approved annual Initiative's operating expenses, subject to annual appropriations. The City of Hampton and the City of Newport News agree to pay salary, taxes, and benefits for a Staff Assistant and salary and taxes for a Financial Analyst, subject to annual appropriations by the Hampton City Council and the Newport News City Council. A detailed annual Initiative operating budget and revenue summary will be prepared by the Coordinator and approved annually by the Command Board each fiscal year (July 1 to June 30). Approved annual contributions from HPD, NNPD and VSP will fund:

- A. **Personnel Expenses:** Salary, taxes, and benefits for a secretary and salary and taxes for a Financial Analyst. (*HPD & NNPD*)
- B. **Office Facilities:** Fire extinguisher service and office security. (*VSP*)
- C. **Telecommunications:** Office telephone local and long distance service, cellular telephone service, and internet access. (*VSP*)
- D. **Office Equipment:** Copy machine lease. (*VSP*)
- E. **Office Space:** (*HPD*)

ICE/HSI, the lead federal law enforcement partner/sponsor, will assist with the dispersal of HIDTA funds to the Initiative. Subject to funding guidelines and annual funding (January 1 to December 31), HIDTA may appropriate funds for:

- A. **Travel:** Training and case related travel to include lodging, per diem, and transportation. (*HIDTA*)
- B. **Equipment:** Office furniture, computers, printers, scanners, shredders, etc. (*HIDTA*)

- C. **Supplies:** General office supplies to perform work duties. (*HIDTA*)
- D. **Services:** Computer software subscription/maintenance fees. (*HIDTA*)

Provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, provides for reimbursement of certain expenses incurred by local, county and state law enforcement agencies during participation in joint operations and task forces. Subject to annual funding, ICE/HSI may appropriate funds for expenditures such as:

- A. **Rent:** Up to \$70,000 for office space for Initiative personnel. (*ICE/HSI*)
- B. **Overtime:** Overtime expenses related to Initiative investigations. (*ICE/HSI*)
- C. **Operational Equipment:** Radios, cameras, binoculars, video cameras. (*ICE/HSI*)

**Assignment:** Member agencies will provide the following personnel at their discretion:

- HPD: One Sergeant, one Detective, and two support staff (Financial Analyst and Staff Assistant)
- NNPD: One Detective
- VSP: One Special Agent

The VSP Field Office Division Commander agrees to seek Special State Police Officer (SSPO) Authority (hereinafter referred to as "Authority") for Task Force Officers assigned on a full-time basis to the Initiative. In order to obtain Authority, the parent agency of each newly assigned Task Force Officer must certify the following statements: 1) He/she is not currently the subject of any kind of disciplinary action, nor are there any disciplinary actions pending that would adversely affect or compromise his/her involvement in Initiative matters; 2) He/she has not been the subject of any disciplinary or criminal actions involving domestic violence or the officer lying in an official capacity; 3) He/she has never been convicted of a criminal violation; 4) He/she possesses a valid Virginia Operator's License 5) He/she is currently certified by the Virginia Department of Criminal Justice Services as a Law Enforcement Officer and has been for no less than 24 months. This certification by new Task Force Officers must also be duly signed by that officer's agency head. Such Authority will be used only as specified below:

- A. Except as required by state and federal law, Task Force Officers shall not, in their capacity as Task Force Officers, become involved with matters other than those pertaining to possible violations of local, multi-state, and international drug Trafficking and Money Laundering Organizations (DTOs/MLOs) operating in the Peninsula area of the Hampton Roads. Task Force Officers shall not use their Authority to make arrests outside their individual jurisdictions when conducting general investigative activities not affiliated with an Initiative investigation.
- B. Authority shall remain in effect only during the time the Task Force Officer remains a full-time member of the Initiative.
- C. Authority is only valid for Criminal Investigations being conducted and sanctioned by the Initiative.
- D. Authority expires upon the Task Force Officer's transfer from the Initiative or the withdrawal of the Task Force Officer's agency from the Initiative.
- E. Authority shall expire upon termination of the Initiative and all credentials shall be turned in to VSP.
- F. If a Task Force Officer's conduct adversely affects the Initiative or violates the General Orders of the VSP, Authority may be removed by VSP. The State Police reserves the right to terminate Authority as necessary.

In addition to receiving Authority, pursuant to Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a, ICE/HSI Assistant Special Agent in Charge will seek cross-designation status for Task Force Officers assigned to the Initiative. Upon receiving standardized ICE/HSI training, each cross-

designated officer shall have the authority to enforce U.S. customs laws and to perform the duties of ICE/HSI Special Agents to include the following:

1. Authorization to execute and serve search or arrest warrants, subpoenas and summonses in compliance with customs laws;
2. Authorization to conduct customs searches at the border for merchandise being imported into or exported from the U.S. and to effect seizures and arrests of persons or articles in violation of U.S. law; and
3. Authorization to carry firearms in compliance with the ICE/HSI firearms policy.
4. Cross-designation can be revoked at any time by ICE/HSI Assistant Special Agent in Charge.

**Operational Policies:** Initiative personnel shall comply with the policies and procedures of their respective agencies. The member agencies maintain control over its respective personnel. In all instances, the member agencies agree to hold their own personnel responsible and accountable for compliance with operational policies and procedures.

**Command Protocol:** The Coordinator shall act as the principal liaison and facilitator between the Command Board and the Task Force Officers. The Coordinator will exercise command and control of all members of the Initiative only in relation to operational decisions involving Initiative cases. In the event that a complaint is received against a member of the Initiative, the Coordinator shall immediately make notification to the Chief Executive Officer of the individual member's agency. Such notification shall be documented by the Coordinator making such notification.

**Informants/Confidential Informants:** Each participating agency will be responsible for the recruitment and documentation of any informant, confidential or otherwise, hereinafter referred to as "CI" pursuant to each agency's policies. Each agency recruiting a CI is responsible for managing that CI throughout the CI's tenure with the Initiative. The VSP through its Drug Trust Account and criminal investigation funds agrees to provide money to aid in investigations as follows:

- A. VSP agrees to provide assistance for payments to informants for information, services, and expenses in Initiative cases. The payment method and amount to informants shall be in accordance with VSP policy.
- B. VSP agrees to provide assistance for the purchase of contraband for evidence in Initiative cases. The payment amount for these purchases shall be in accordance with VSP policy. VSP agrees to provide flash rolls for the furtherance of Initiative investigations, on an as-needed basis, in keeping with VSP policy.
- C. The VSP will account for, audit, and monitor the use of criminal investigation funds. The receipt and disbursement of funds will be reported in the same method and on the same forms as prescribed by VSP policies. The Bureau of Criminal Investigation, Chesapeake Field Office shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
- D. The Initiative, in cooperation with the appropriate Commonwealth's Attorney shall use its best efforts to seek payment of restitution for costs and expenditures incurred by the Initiative, as a condition of the sentencing of a defendant in an investigation. Payments of restitution should be made to the agency incurring the cost or expenditure.
- E. All monies provided by VSP or any other agency shall be reimbursed as an expense from Asset Forfeiture proceeds, before any distribution is made if applicable.

The use of VSP Confidential Informants (CIs) shall be consistent with VSP policy and disclosure of the identity of a CI shall be limited to those situations where it is essential to the effective performance of the Initiative, or when directed by the Commonwealth's Attorney or ordered by a judge. No documents which identify, tend to identify, or indirectly identify CIs may be released without prior VSP approval.

**Documentation:** All Initiative forms shall be compliant with Commission on Accreditation for Law Enforcement (CALEA) and Virginia Law Enforcement Professional Standards Commission (VLEPSC) standards and pre-approved by the Command Board prior to their use. The Initiative will utilize the Case Explorer system provided by HIDTA.

Case Explorer is a web-based law enforcement program focused toward information sharing among different agencies in the law enforcement and intelligence community. Investigators use the case management aspect as a tactical tool for case and subject deconfliction. Case Explorer also offers a critical officer safety component where police, watch centers, or law enforcement agencies can enter vital information about their operation and complete event deconfliction. Law enforcement officers will receive immediate feedback about any potential conflicts with other planned event operations in their geographic proximity.

Reports shall also be written by members in respective agency's reporting system. The original copy of the report will remain in the RMS system of the initiating agency. Each individual agency shall maintain dominion and control over any and all original reports or forms. Each member agency shall be responsible, pursuant to § 52-30, 1950 Code of Virginia as amended, to report under their assigned Originating Agency Identifier (ORI) any crime committed in their jurisdiction. Case information will be entered into Case Explorer under a unique Initiative case number. Case information entered into Case Explorer will be retained in a secured office within a locked filing cabinet. The Initiative will remain custodian of case information entered into Case Explorer and access to the case information will be through the Coordinator who will maintain documentation of issuance. No records will be released outside of law enforcement for any purpose other than intended without the written permission of the primary law enforcement agency and in accordance with the VA Freedom of Information Act and agency policy.

**Evidence Handling:** Evidence will be cataloged, documented and tracked by and to the agency in which the evidence was seized. Per VSP policy, all drugs purchased with VSP contributing funding will be submitted to the Division of Forensic Science or appropriate Federal Laboratory for laboratory testing.

**Prosecution:** Criminal offense prosecution will occur in the jurisdiction in which the offense occurred. The exception to this will occur if the federal government adopts an offense for prosecution. In that case, prosecution will occur in the federal court system.

**Radio Communications:** The Initiative will provide radios to the HPD, NNPD and VSP. The radios will permit secure, encrypted communications.

**Intelligence:** The participating agencies will utilize a shared intelligence system in Case Explorer. Intelligence from the participating agencies entered into Case Explorer will be available to all members of the Initiative. In the event that the operation, safety or welfare of a participating agency, a member of a participating agency or a CI of a participating agency conflicts with Initiative operations, the Initiative will cease the investigation of the incident in question until the Chief Executive Officer of the member

agency is notified by the Coordinator. The notification shall be documented. The Initiative will only commence the investigation under question after consultation with the member agencies Chief Executive Officer.

**Disclosure of Information Related to Criminal Investigative Records and Reports:** Press releases will be conducted with the consent of all member agencies. The disclosure of information related to the activities conducted by the Initiative will not be released unless otherwise required by law and in accordance with the Code of Virginia 1950, as amended, § 52-8.3 and 2.2-3700 et seq of the VA FOIA and agency policy.

**Responsibility of the Parties:** To the extent permitted by applicable law, each party to this Agreement will be responsible for the actions, inactions or violations of its officers, employees and agents in connection with scope of services described herein, but nothing contained herein shall be construed as a waiver of the sovereign immunity of any participating agency.

**No Effect on Existing Powers:** This Agreement shall not supersede, restrict, limit or otherwise impair or affect any agreement already existing pursuant to Code of Virginia, 1950 as amended and other sections of the State Code or any authority or power existing under federal law.

**Rights of Officers:** While acting under or pursuant to this Agreement, any officer, agent or employee shall have all the immunities of his parent agency from liabilities and exemptions from laws, ordinances and regulations and shall have all the salary, pension, relief, disability, Workers' Compensation and other benefits enjoyed by him while performing his respective duties.

**Immunities:** This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the member agencies or any officer, agent or employee of the member agency. All of the immunities from liability enjoyed by the member agencies shall be enjoyed by them.

**Termination:** This Agreement shall remain in effect unless terminated by the parties hereto, upon written notice, setting forth the date of such termination. Withdrawal from this Agreement by one party hereto shall be made by written notice to the other parties, 30 days prior to the date of the intended withdrawal. The withdrawal by one party shall not terminate the Agreement among the other signatories hereto.

**Seized Assets:** The guidelines set forth in the Department of Justice's *A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* must be followed for federal asset forfeitures and must take into account the following, including but not be limited to: the amount of participation of each law enforcement agency and Commonwealth's Attorney's Office, to determine the percentage of sharing, in the investigation of those forfeited assets; the eligibility and compliance to share and the permissible uses of forfeited assets. The Coordinator shall be responsible for filing the appropriate documents to facilitate federal asset forfeitures.

The guidelines set forth in the Department of Criminal Justice Service's *Forfeited Asset Sharing Program Manual* will govern state forfeitures. The Coordinator shall be responsible for filing the appropriate documents to facilitate the award of assets through the Department of Criminal Justice Services (DCJS). The guidelines set forth in the Virginia Department of State Police's *Asset Seizure and Forfeiture Procedures Guide* will also be utilized when filing for forfeitures.

The Command Board shall resolve any determinations for equitable distribution of assets for general purposes and shall reduce it to writing, and attach it to this Agreement as Addendum "A". At a minimum, the Asset Forfeiture Sharing Agreement shall state whether the Initiative will file for forfeitures if they do not meet the DCJS minimum standards and how that amount will be distributed; and how the federal and state asset forfeitures proceeds are to be distributed and how other tangible real and personal property is to be distributed. Any deviations from the standard Asset Sharing Agreement shall be in writing and submitted to DCJS with the appropriate forms.

The Coordinator, in conjunction with the case agent, will be responsible for filing, submitting and tracking the appropriate documents to facilitate the award of assets through the Department of Criminal Justice Services.

**Completeness of Agreement:** This Agreement represents the entire and integrated Agreement between the member agencies and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement will stay in force until such time as the Agreement is presented by one or the other signing parties for modification. At any time, as needed, this Agreement may be reviewed but may be modified or revised only by written instrument signed by authorized representatives of the member agencies.

IN WITNESS HEREOF, the parties hereto acknowledge that they are familiar with and agree to comply with the terms and conditions of this Agreement and Addendum "A" consisting of 19 pages, including the cover page and signature pages herewith.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF STATE POLICE**

BY: \_\_\_\_\_  
**Colonel W. Steven Flaherty  
Superintendent**

Date: \_\_\_\_\_

**CITY OF HAMPTON,  
VIRGINIA**

BY: \_\_\_\_\_

**Mary B. Bunting  
Hampton City Manager**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**Terry L. Sult  
Chief of Police**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**Finance Department**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**City Attorney Office**

Date: \_\_\_\_\_

**CITY OF NEWPORT NEWS,  
VIRGINIA**

BY: \_\_\_\_\_

**James M. Bourey  
Newport News City Manager**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**Richard W. Myers  
Chief of Police**

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**Newport News City Clerk**

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
**Newport News City Attorney**

Date: \_\_\_\_\_

**ADDENDUM "A"**

**Asset Forfeiture Agreement**

This Asset Forfeiture Agreement is entered into between the Hampton Commonwealth Attorney's Office, Newport News Commonwealth Attorney's Office, and the member agencies of the Initiative. The parties hereby agree that for the following forfeitures:

- A.** State and Local: All State and Local drug-related asset forfeiture property seized by the Initiative will be in accordance with Virginia Code Sections 19.2-386.1 *et seq.*, and DCJS regulations. After all proper documents have been filed and all expenses have been paid pursuant to Virginia Code Section 19.2-386.14, asset forfeitures will be shared in accordance with this agreement. If there are any non-drug-related asset forfeitures, then the proceeds of all property accruing to the Commonwealth by forfeiture shall revert to the Literary Fund in accordance with Article VII, Section 8 of the Constitution of Virginia or other applicable statutes.
- B.** Federal: All federal drug-related asset forfeiture property seized by the Initiative will be in accordance with federal law and federal asset forfeiture regulations. After all proper documents have been filed and all expenses have been paid in accordance with federal law, asset forfeitures will be shared in accordance with this agreement.

Minimum equity guidelines are applied after all liens and encumbrances have been subtracted from the gross value of the property. These equity guidelines do not preclude the seizure of lesser amounts for evidentiary purposes nor do they preclude an action designed to deprive a drug dealer of the means to continue the illegal activity.

No asset shall be processed unless it meets the following minimum thresholds:

***State and Local:***

US Currency	\$ 500.00	Vehicles	\$ 2,500.00
Real Estate	\$10,000.00	All other property	\$ 2,500.00

***Federal:***

US Currency	\$ 2,000.00	Vehicles	\$ 5,000.00
Real Estate	\$20,000.00 (or 20% whichever is greater)	All other property	\$10,000.00

*Forfeiture Agreement Page One of Seven*

Before any real or personal property is seized, an analysis shall be conducted to determine if there will be any considerable equity involved to meet the minimum sharing threshold, after all expenses are paid (security, maintenance, title searches, DMV searches, etc.). In kind, use of vehicles may be granted by the Command Board by majority vote. Otherwise, real or personal property and vehicles will be sold and the money distributed as indicated in this sharing agreement.

Of the monies returned for asset sharing (through the courts of the Commonwealth in the City of Hampton **or** City of Newport News) following the deduction of 10% by DCJS, participating agencies will receive a share as follows:

***Funds returned for asset sharing:***

Hampton Police Division	28.75%
Newport News Police Department	28.75%
Virginia Department of State Police	23.75%
Hampton <b>or</b> Newport News Commonwealth Attorney's Office	18.75%

***Funds remaining from the disposition and sale of vehicles (after expenses):***

Hampton Police Division	28.75%
Newport News Police Department	28.75%
Virginia Department of State Police	23.75%
Hampton <b>or</b> Newport News Commonwealth Attorney's Office	18.75%

***Funds remaining from the disposition and sale of personal property (after expenses):***

Hampton Police Division	28.75%
Newport News Police Department	28.75%
Virginia Department of State Police	23.75%
Hampton <b>or</b> Newport News Commonwealth Attorney's Office	18.75%

***Funds remaining from the disposition and sale of real property (after expenses):***

Hampton Police Division	28.75%
Newport News Police Department	28.75%
Virginia Department of State Police	23.75%
Hampton <b>or</b> Newport News Commonwealth Attorney's Office	18.75%

*Forfeiture Agreement Page Two of Seven*

Pursuant to participation and federal regulation, of the monies returned for asset sharing (through the U.S. Department of Justice Equitable Sharing Program) following the deduction of 30% by U.S. Department of the Treasury, **agencies will receive a share as follows:**

Hampton Police Division	35.00%
Newport News Police Department	35.00%
Virginia Department of State Police	30.00%

***Funds remaining from the disposition and sale of vehicles (after expenses):***

Hampton Police Division	35.00%
Newport News Police Department	35.00%
Virginia Department of State Police	30.00%

***Funds remaining from the disposition and sale of personal property (after expenses):***

Hampton Police Division	35.00%
Newport News Police Department	35.00%
Virginia Department of State Police	30.00%

***Funds remaining from the disposition and sale of real property (after expenses):***

Hampton Police Division	35.00%
Newport News Police Department	35.00%
Virginia Department of State Police	30.00%

*Forfeiture Agreement Page Three of Seven*

This Asset Forfeiture Agreement shall be continuing in nature and renewed automatically each year unless one of the parties gives a thirty (30) days notice prior to the automatic renewal date of one year from the date of the last signature.

\_\_\_\_\_

Date: \_\_\_\_\_

**Colonel W. Steven Flaherty, Superintendent  
Commonwealth of Virginia  
Department of State Police**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Mary B. Bunting, City Manager**  
**Hampton, Virginia**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Terry L. Sult, Chief of Police**  
**Hampton, Virginia**

*Forfeiture Agreement Page Five of Seven*

\_\_\_\_\_  
**James M. Bourey, City Manager**  
**Newport News, Virginia**

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Richard W. Myers, Chief of Police**  
**Newport News, Virginia**

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
**Anton A. Bell, Commonwealth's Attorney  
Hampton, Virginia**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Howard E. Gwynn, Commonwealth's Attorney**  
**Newport News, Virginia**