

**Department of
Veterans Affairs**

Memorandum

In Reply Refer To: 614/07B

May 24, 2024

John Quaka
Chief of Police
Tupelo Police Department
400 N. Front Street
Tupelo, MS 38804

Subject: Memorandum of Understanding (MOU) between the Department of Veterans Affairs, Memphis, Tennessee, and the Tupelo, MS, Police Department.

Chief Quaka,

1. As Chief of Police for Memphis Veterans Affairs Medical Center, I am updating our current MOU 614.07B. This MOU is updated in accordance with our Office of Security and Law Enforcement, Inspection, and Compliance. As it stands, the below VA-owned property falls within your proprietorial jurisdiction responsibilities:
 - Tupelo VA Community-Based Outpatient Clinic (CBOC)
1114 Commonwealth Blvd.,
Tupelo, MS 38804
2. I have drafted a formal request for your review and approval of your Department's support of the VA Police. I understand you may seek Legal Counsel's advice, and I stand ready to answer any questions pertaining to this matter. Please feel free to contact me at my Office (901) 577-7294 or via email at Jassiem.Omar@va.gov.

Respectfully,



Jassiem M. Omar
Chief of Police
Department of Veterans Affairs Police
Memphis Office

Enclosure:
Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
VETERANS AFFAIRS POLICE DEPARTMENT
AND
TUPELO, MS POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (Lt. Col. Luke Weathers, Jr. Veterans Affairs Medical Center) and the Tupelo, MS Police Department, hereinafter referred to as "parties."

1. **PURPOSE.** To establish general working relationships between the Lt. Col. Luke Weathers, Jr. Veterans Affairs Medical Center Police Service, and Tupelo Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at

Tupelo VA Community-Based Outpatient Clinic (CBOC)
1114 Commonwealth Blvd.
Tupelo, MS 38304

2. **REFERENCES.**

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) Proprietor Jurisdiction

3. **GENERAL.**

- a. Department of Veterans Affairs Hospital, also known as Lt. Col. Luke Weathers, Jr. Veterans Affairs Medical Center, is located in the City of Memphis. The Lt. Col. Luke Weathers, Jr. VAMC provides primary, specialty, and extended care to Veterans throughout the healthcare system. The mission of the Lt. Col. Luke Weathers, Jr. VAMC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

- b. All properties under the control or ownership of the Department of Veterans Affairs are under proprietary jurisdiction. This jurisdiction grants the Tupelo Police Department full rights to exercise law enforcement functions on VA-owned or leased grounds.

4. **RESPONSIBILITIES.**

- a. Tupelo, MS Police Department will:

- (1) Respond to the Tupelo VA Community-Based Outpatient Clinic (CBOC) requests for assistance. Such assistance may include, but is not limited to, the following situations:


SUBJECT: Memorandum of Understanding between Veterans Affairs Police Department and
Tupelo Police Department (**cont.**)

- (A) Armed hostage-taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - (A) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.
 - (B) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.
 - (D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles clear access to the facility.
- (2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff, or themselves.
 - (3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Tupelo VA Community-Based Outpatient Clinic (CBOC) on occasions when there are only two VA police officers on duty.
 - (4) Authorize access to and use of Tupelo Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information are solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Savannah, TN.
 - (5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines the investigation, or if the FBI response is delayed, Savannah Police Department may provide investigative assistance to VA Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.
 - (6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA Medical Center Police Service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a Veteran(s).

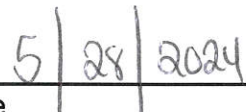
SUBJECT: Memorandum of Understanding between Veterans Affairs Police Department and
Tupelo Police Department (cont.)

5. ACCEPTANCE & RATIFICATION


- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or canceled by either side upon giving at least 180 days' written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.




Jassiem M. Omar
Chief of Police, U.S. Dept. Veterans Affairs
Memphis, TN



Date



Joseph P. Vaughn, MBA, FACHE
Director, U.S. Dept. Veterans Affairs
Memphis, TN



Date

John Quaka
Chief of Police
Tupelo, MS Police Department

Date