

**Department of
Veterans Affairs**

Memorandum

In Reply Refer To: 614/07B

May 4, 2021

Chief Bart Aguirre
Tupelo Police Department
400 N. Front Street
Tupelo, MS 38804

Dear Chief Aguirre,

As the Acting Chief of Police of the Memphis Veterans Affairs Medical Center, I am updating MOU 614/07B in accordance with our Office of Security and Law Enforcement Inspection and Compliance. As it stands, the below VA leased property are located within your Jurisdictional boundaries:

- Tupelo VA Medical Center
(Clinic) 1067 Vendall Rd.
Dyersburg, TN 38024

We have drafted a formal request attached for your review and approval. I understand that you may seek your Legal Counsels advice and if you have any questions pertaining to this matter, please feel free to contact me at (901) 577-7294.

Respectfully



RALPH S. HOPSON
Chief of Police
Department of Veterans
Affairs Police
Memphis, TN 38104

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TUPELO POLICE DEPARTMENT
AND
VETERANS AFFAIRS POLICE DEPARTMENT,
MEMPHIS VETERANS AFFAIRS MEDICAL CENTER**

1. Purpose:

- A. This Memorandum of Understanding (MOU) is an agreement between the Tupelo Police Department and the Veterans Affairs Police Department, Memphis Veterans Affairs Medical Center (Memphis VAMC).
- B. The purpose of the MOU is to facilitate law enforcement support by the Tupelo Police Department to the Memphis Veterans Affairs Medical Center (Memphis VAMC). The Tupelo Police support to the Memphis VAMC may include, but not necessarily limited to, uniformed police response, K9, Special Response Team (SRT), Hostage Negotiators, Crisis Intervention Team (CIT), etc.
- C. This MOU will encompass each component of the Tupelo VA Medical Center Community Based Outpatient Clinic to include:

Tupelo Veterans Affairs Clinic,
1114 Commonwealth Blvd.,
Tupelo, MS 38804.
- D. A recent change to Title 38 CFR, Parts 1, 14, and 17, titled "Referrals of Information Regarding Criminal Violations" requires VA to report directly to the VA Office of Inspector General (VA OIG) any felonious act occurring on VA controlled property.
- E. VA's referral of cases to the FBI goes with the understanding that VA may also notify the VA OIG, DEA, and local law enforcement organizations are appropriate. These additional notifications may be required by VA Directives or Regulations, MOUs', or the need to further an investigation. It is also understood that the FBI may or may not elect to commit investigative resources. If FBI elects to become involved in an investigation, it is understood that the FBI may collaborate with the VA and/or other local enforcement organizations as appropriate to further the investigative process or prepare the case for presentation to the U.S. Attorney.
- F. The MOU is not an obligation or commitment of funds nor the basis for the transfer of funds, but rather a basic statement of the understanding and agreement between the parties

II. Roles and Responsibilities:

A. The Tupelo Police Department as a Supporting Agency:

1. Upon deployment of Tupelo Police Department resources pursuant to this MOU, the senior Tupelo Police Department official present shall be the Tupelo Police Department On-Scene Commander, in accordance with procedures under the Incident Command System (ICS).
2. Command and control of any and all Tupelo Police Department elements deployed to the Tupelo VA Community Based Outpatient Clinic (CBOC) resides solely with the Tupelo Police Department On-Scene Commander.
3. Decisional authority as to the tactics, techniques and procedures, including use of force, shall reside solely with the Tupelo Police Department's On-Scene Commander.
4. Decisional authority as to the release of the scene to another agency upon resolution shall reside solely with the Tupelo Police Department's On-Scene Commander, in accordance with Tupelo Police Department's On-Scene procedures under ICS.

B. Memphis VAMC as Requesting Agency

1. The Department of Veterans Affairs requires (VA) Police to maintain current and written support agreements with all local law enforcement agencies.
2. All properties leased or owned by the Department of Veterans Affairs, mentioned above are under proprietary jurisdiction. This jurisdiction grants local civil police full rights to exercise law enforcements functions on VA owned or leased grounds.
3. For clarity it is imperative that we enter a memorandum of understanding outlining agency responsibilities and expectations.
4. VA Police may require assistance in civil intervention or we may encounter certain situations that would require your department's assistance.
5. These needs would include, but not limited to the following situations where your department's assistance would be required.
 - 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 Federal Bureau Investigations-FBI) can respond to assume control.
 - b. Crimes involving armed robberies of funds, drugs, or properties where the individual (s) committing the crimes leave VA jurisdiction.

- c. Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA police patrol vehicle.
- d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.
- e. To assist confirming the identification of wanted subject (s), arrest and/or detain individual (s) who have outstanding warrants issued for their arrest by civil law enforcement agencies.
- f. To provide officers when needed to assist with the physical arrest of a violent/disorderly person (s) who possess a serious threat to patients, visitors, medical staff, or themselves.
- g. Aid in transportation of prisoners' who have been arrested at the Tupelo VA Medical Center Clinic.
- h. Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from the Tupelo Police Department.
- i. This assistance may range from establishing, preserving and/or controlling the scene, to performing as the leading investigative agency.

III. Liability:

- A. Civil liability, if any, arising from the implantation of this agreement shall be governed by the Federal Tort Claims Act (FTCA), Title 28, U.S.C., section 2671 et seq.
- B. This liability for any negligent or wrongful act omission of any United States Government personnel involved in an operational or training activity under this MOU and acting within the terms of this MOU shall be governed by the FTCA.

IV. Funding:

- A. Unless otherwise agreed to in writing, each party shall bear its own costs in relations to this MOU.
- B. Expenditures by each party will be subject to its budgetary processes and to the availability of funds resources pursuant to applicable laws, regulations and policies.

V. Media Releases:

- A. All media releases or statements regarding the Tupelo Police Department operations in support of the Memphis VAMC will be handled by the FBI in conjunction with the Memphis VAMC.

VI. Effective Date Duration. Modification. and Termination:

- A. This MOU shall become effective on the date of the last authorizing party signed and will remain in effect until modified or terminated. It may be modified or terminated by either party upon written thirty (30) days' notice to the other.
- B. This document constitutes a complete understanding and agreement between the Tupelo Police Department and the Memphis VAMC. Any modification to this MOU will not be in force until such modification are reduced to writing and signed by each party.

Our intentions are to maintain the working relationship that our offices have established. If you concur with this, and there is no need for further discussion, please indicate your acknowledgement by signing below and returning the original to me.

If you have any questions, please feel free to contact me at (901) 577-7294 or you may contact me via e- mail at: Ralph.Hopson@va.gov Thank you for your continued support.



RALPH S. HOPSON
Chief of Police
Department of Veterans Affairs
Memphis, TN

Date

May 4, 2021



BART AGUIRRE
Chief of Police
Tupelo Police Department

Date

May 13, 2021