



**DEPARTMENT OF VETERANS AFFAIRS
VA TEXAS VALLEY COASTAL BEND HEALTH CARE SYSTEM
HARLINGEN, TEXAS 78550**

OFFICE OF THE CHIEF OF POLICE

In Reply Refer To: **001/07B**

December 15, 2015

**Sheriff J.E. "Eddie" Guerra
Hidalgo County Sheriff's Department
711 El Ciboio Road
Edinburg, Texas 78541**

SUBJ: Memorandum of Understanding (MOU) for Mutual Assistance

I have attached a Memorandum of Understanding between the Department of Veterans Affairs and the Hidalgo County Sheriff's Department for your review and concurrence.

Thank you for your support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Terry Jay Wallace Sr.", is written over the typed name.

**TERRY JAY WALLACE SR.
Chief, Police Service**

MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE

The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies.

All properties under the control or ownership of the Department of Veterans Affairs, McAllen, Hidalgo County, Texas are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA medical center grounds. The VA Property is:

- McAllen Outpatient Clinic:
901 East Hackberry, McAllen, Texas 78503

For clarity it is imperative that we enter into a memorandum of understanding outlining agency responsibilities and expectations.

Although our VA Police Officers are highly trained and experienced meeting most disturbances and other related police functions without the need for civil intervention or assistance, we may still encounter certain situations that would require your department's assistance.

These needs would include, but may not be limited to, the following situations where your department's assistance would be requested:

- 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.
- B. Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.
- C. Vehicle accidents, which may result in non-injuries, injuries, or death involving the VA Police 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 subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest by civil law enforcement agencies. VA Police would execute the detention and physical arrest of subjects under federal warrants.
- F. To provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person (s) who poses a serious threat to patients, visitors, medical staff or themselves.

G. Provide assistance in the transportation of prisoner's who have been arrested at any of our McAllen facilities on occasions when they are only two VA police officers on duty.

In the case of an emergency, I also request authorization to access central dispatch and patrol units in the field. Our radios (Motorola, APX 7000) are solely dedicated for official VA Police use. If the emergency requires this access, the process of reprogramming our radios would be at no cost to your agency.

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 established inter-agency support for the VA Police to receive investigative assistance from the Hidalgo County Sheriff's Department. This assistance may range from establishing, preserving and controlling the crime scene, to performing as the lead investigative agency.



**TERRY JAY WALLACE, SR.
CHIEF, VA POLICE**

Agreement: _____ Date: _____
SHERIFF J.E. "EDDIE" GUERRA

Department of Veterans Affairs Mutual Assistance Memorandum of Understanding Addendum

- 1. INDEMNIFICATION: TO THE EXTENT PERMITTED BY FEDERAL LAW AND THE CONSTITUTION OF THE UNITED STATES, DEPARTMENT OF VETERANS AFFAIRS SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COUNTY UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE DEPARTMENT OF VETERANS AFFAIRS, ITS AGENTS OR EMPLOYEES.**
- 2. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Department of Veterans Affairs. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- 3. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- 4. Independent Contractor.** It is expressly agreed that this Agreement and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the services, if any, provided by the Department of Veterans Affairs, and that the Department of Veterans Affairs is an independent contractor under this Agreement.
- 5. Additional Instruments' and Documents.** County and the Department of Veterans Affairs hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 6. Mutual Indemnification.** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

COUNTY OF HIDALGO, TEXAS:

By: _____
Ramon Garcia, County Judge

Date

HIDALGO COUNTY SHERIFF

By: _____
J.E. "Eddie" Guerra, Sheriff

Date

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date

DEPARTMENT OF VETERAN AFFAIRS:

By: 
Terry Jay Wallace Sr.

1-27-2016
Date

APPROVED AS TO FORM:
Hidalgo County Office of Criminal District Attorney
Ricardo Rodriguez Jr.,

By: 
Josephine Ramirez Solis, Assistant DA
harm

Date