

RESOLUTION No. 19-41

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF DORAL POLICE DEPARTMENT AND THE US ARMY GARRISON MIAMI, TO ENSURE PUBLIC SAFETY BY PROVIDING ADEQUATE LEVELS OF POLICE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is the responsibility of the governments of the City of Doral Police Department and the US Army Garrison Miami, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Doral Police Department or the US Army Garrison Miami; and

WHEREAS, Staff has recommended that the City Council approve a Memorandum of Agreement between the City of Doral Police Department and the US Army Garrison Miami, to ensure public safety by providing adequate levels of police services.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Memorandum of Agreement between the City of Doral Police Department and US Army Garrison Miami, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby

approved. The City Manager is hereby authorized to execute the Memorandum of Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:


| | |
|----------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Claudia Mariaca | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |

PASSED AND ADOPTED this 13 day of February, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
CITY OF DORAL POLICE DEPARTMENT (CDPD)
AND
US ARMY GARRISON MIAMI (USAG-Miami)**

1. PURPOSE. This MOA (and annexes) establishes the cooperative relationship between the City of Doral Police Department (CDPD) and the U.S. Department of the Army, which has designated the Installation Management Command (IMCOM) through the U.S. Army Garrison Miami as Executive Agent (EA) for U.S. Southern Command (USSOUTHCOM). The MOA applies to Headquarters (HQ) USSOUTHCOM and such other locations as may be acquired by the United States for USSOUTHCOM use in Dade County, and extend to all USSOUTHCOM/USAG-Miami personnel.

2. REFERENCE. Annex A lists Points of Contact (POCs) for coordination of matters covered in the MOA. This list will be updated as necessary and distributed by the primary POC. POCs are authorized to implement standard operating procedures (SOPs) to execute support arrangements specified in this MOA or annexes. Recommendations for changes to this MOA or to implementing SOPs shall be coordinated by the primary POCs.

3. BACKGROUND.

a. The USAG-Miami and U.S. Southern Command, a Department of Defense Combatant Command (COCOM), relocated to Miami, Florida during 1997 with a current staff of approximately 2800 military and civilian personnel. The staff could increase for further support.

b. The USAG-Miami and USSOUTHCOM HQ are located at 9301 NW 33rd Street, Miami, Florida 33172. The HQ is located on state land and was acquired by lease under the cognizance of the U.S. Army Corps of Engineers. The HQ, adjoining real estate, and other locations acquired in the future, hereinafter USSOUTHCOM "facilities", will be used by the USSOUTHCOM for military purposes as authorized by federal law. USSOUTHCOM facilities are under the administration and control of USAG-Miami.

4. JURISDICTION. Federal missions and physical security considerations require controlled entry into certain defined areas of USSOUTHCOM facilities. Consistent with state and federal law, additional security regulations or measures, within prescribed areas, may be implemented as necessary. Pursuant to this MOA, proprietary jurisdiction attaches over lands acquired for use by the United States. Proprietary jurisdiction of USSOUTHCOM facilities is premised on U.S. proprietary interests and federal statutes; with the exception of exclusively federal criminal offenses, all other criminal jurisdiction cedes to the State of Florida and its geopolitical subdivisions. Annex B serves to further define the jurisdictional and operational responsibilities of the City Doral Police Department (CDPD) and the Department of the Army Security Guards (DASG). However, and notwithstanding, nothing in this MOA shall in any way restate or re-define the basic tenets of jurisdiction as contained in this paragraph. In the event of any conflict or issues pertaining to the practices and understandings of the parties, federal statutes and regulations shall govern the parties' actions and jurisdiction.

5. PROVISIONS OF SUPPORT TO USAG-MIAMI.

a. USAG-Miami request the City of Doral Police Department provide the following Law Enforcement functions upon request and notifications of emergency conditions:

- (1) Support and participation during the Installation Annual Antiterrorism and Force Protection Exercise as allowed by mission and capability.
- (2) Conduct Law and Order Operations (providing for the management and direction of core LE missions to maintain safe and secure installations by conducting routine traffic accident investigations and issuance of traffic violation citations.)
- (3) Provide Centralized E911 Emergency Dispatch Services (by resourcing and management of LE dispatch/E911 services.)
- (4) Respond to Law Enforcement (LE) Service Requests (by providing LE response to emergency situations, such as suspicious packages active shooter, disgruntle employee, building evacuations and bomb threats when called.)
- (5) Provide Law Enforcement (LE) Investigations (by providing specialized LE investigations by conducting interviews, searches, evidence collection and analysis to support the legal process. (Certain investigations are referred to external organizations in accordance with regulations.)
- (6) Promote Deterrence by Detection and Enforcement (provides for the ability to deter and detect crime and responds to observed activity on the installation by LE presence operations.)
- (7) Provide Police Administration Services (LE related reporting and analysis, information, and products for installation customers to meet mission and regulatory requirements.)
- (8) Provide Specialized Law Enforcement (LE) Services (by providing special reaction team (SRT) to respond to specific high-risk situations and specialized LE services and training to installation customers to deter crime and promote a safe and secure installation.)

b. The City of Doral Police Department shall: Provide the above support services at no cost, unless otherwise agreed to in writing. In the event that support services are preempted by the mission requirements of the City Doral Police Department, the appropriate USAG-Miami POCs shall be notified to coordinate alternative arrangements.

6. LIABILITY. All tort liability regarding City of Doral Police Department and its employees and agents, shall be determined in accordance with the provisions of Florida Statute 768.28. All liability regarding the U.S. Government, the Department of Defense, and the employees and

agents, civilian and military, assigned to or performing official duties for USSOUTHCOM shall be governed by the Federal Tort Claims Act.

7. DISPUTE RESOLUTION. Both Parties agree that issues that arise out of the operation of this document that require resolution shall be addressed by the signatories to this agreement or their designees.

8. EFFECTIVE AND TERMINATION DATE.

a. This MOA becomes effective upon signature by both parties and will remain in force until rescinded by mutual agreement, or upon 90 days prior written notice of termination. This MOA and annexes are subject to applicable federal and state laws. If any provision of this MOA or its annexes is determined to be inconsistent with federal or state law, the remainder of the MOA and annexes shall remain in force. Each year both signatories and their designees shall review the provisions of this MOA and within 60 days prior to the anniversary of the effective date, submit requested amendments in writing to the other party. This does not preclude the submission of requested amendments on a more frequent basis.

b. IN WITNESS THEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Agreement on behalf of their agency.

XXX X. XXX
City of Doral Police Department

James A. Walls
Garrison Manager

Date

Date

ANNEX A

LIST OF ALL RELEVANT POINTS OF CONTACT

City of Doral Police Department

| | |
|---------------------------------------|----------------|
| Emergency - Communications Bureau | 911 |
| Non Emergency - Communications Bureau | (305) 595-6263 |
| Administrative Office | (305)593-6699 |
| Homicide Bureau | (305) 471-2400 |
| Robbery Bureau | (305) 471-2142 |
| Training Bureau | (305) 715-5000 |
| Crime Laboratory Bureau | (305) 471-2035 |
| Crime Scene Investigations Bureau | (305) 471-2035 |

UNITED STATES ARMY GARRISON-MIAMI

| | |
|---|----------------|
| Garrison Manager, USAG-Miami, FL. (James A. Walls) | (305) 437-1700 |
| Garrison Deputy Manager, USAG-Miami, FL (Lawrence O. Kilgore) | (305) 437-2631 |
| Director Emergency Services (Edward Weeks) | (305) 437-2175 |
| Deputy Director Emergency Services (Andy Garcia) | (305) 437-2125 |

(Note: Points of contact for USAG-Miami will be updated at least on a yearly basis).

ANNEX B

1. PURPOSE.

a. The purpose of this Annex is to define the jurisdictional and operational responsibilities of the City of Doral Police Department (CDPD) and USAG-Miami concerning security and violations of the law which occur within USSOUTHCOM and USAG-Miami facilities identified at Annex C.

b. This Annex is accepted by the parties with the stated objective of providing maximum police and law enforcement services to the general public and to the military members, federal employees and guests of USSOUTHCOM. The signatories hereto agree that the policing and law enforcement regimen concept outlined herein will be accomplished in accordance with the authorities provided by applicable federal statutes governing the exercise of jurisdiction and police power by federal officers, employees, guests, and the like.

2. SCOPE. This annex implements responsibilities and procedures for security and law enforcement support in USSOUTHCOM facilities within the City of Doral Police Department's jurisdiction. Nothing in this Annex shall in any way restate or re-define the basic tenets of jurisdiction as contained in paragraph 4, JURISDICTION, of this MOA. In the event of any conflict or issues pertaining to the practices and understandings of the parties, federal statutes and regulations shall govern the parties' actions and jurisdiction.

3. FUNCTIONAL STATEMENTS.

a. With the exception of Headquarters, United States Special Operations Command, South (located on Homestead Air Reserve Base, FL), the City of Doral Police Department provides law enforcement services for all buildings and grounds within the jurisdictional limits of City of Doral, Florida through the use of authorized sworn or non-sworn police personnel who are trained in security and law enforcement techniques and procedures to include small arms qualification, secure area procedures, report preparations, statement/inquiry techniques, cover/concealment, patrol techniques, handcuffing methods, etc.

b. With the exception of Headquarters, United States Special Operations Command South, The Department of Defense, represented herein by the United States Army Garrison-Miami and its Directorate of Emergency Service (DES) comprised in whole by the Department of the Army Security Guards (DASG), has a proprietary interest in preserving the security of all of USSOUTHCOM facilities located within the City of Doral, Florida. It provides security personnel and security services to carry out this responsibility, including but not limited to:

(1) Direct access control or monitoring of physical security performance.

(2) Conducting internal and external security patrols of all USSOUTHCOM property located within the City of Doral, Florida to safeguard physical assets and persons therein.

(3) Developing contingency response plans, including pre-site surveys, operation orders, and after-action reports affecting the security of USSOUTHCOM facilities in the City of Doral, Florida.

(4) Providing special personal protection services, when requested within 48 – 72 hours, to Distinguished Visitors (DV) and high-ranking government officials while enroute to, from and on USSOUTHCOM facilities in the performance of official duties.

(5) Coordinating with affected security and law enforcement agencies concerning support of DV visits and official ceremonies.

(6) Monitoring the parking control system as required.

(7) Ensuring all DASG are trained in security, to include small arms qualification, secured area procedures, offense/incident/report preparations, statement/inquiry techniques, cover/concealment, patrol techniques, etc.

4. POLICING AND LAW ENFORCEMENT REGIMEN

a. Scope of Authority

(1) USAG-DES and City of Doral Police Department recognize their mutual joint responsibilities for providing security and law enforcement services for USSOUTHCOM occupied facilities and areas within the City of Doral, Florida.

(2) Nothing in this MOA or Annex is intended to preclude the City of Doral Police Department or Federal Law Enforcement Agencies from taking appropriate action based upon their inherent statutory authority and/or respective missions. Additionally, nothing in this Annex shall preclude members of either agency from taking immediate or necessary action to ensure the protection of life, property, or the preservation of evidence, subject only to and limited by applicable federal statutes.

(3) The provision of services for pre-planned, special events or other types of services above and beyond normal and customary levels as determined by the City of Doral Police Department shall be subject to negotiation between the signatories or their designees.

b. Investigations

(1) USAG-DES/CDPD will notify each other within *twenty-four (24)* hours when an arrest, detention, investigation or other significant incident takes place in any area wherein the Department of the Army and USSOUTHCOM exercise proprietary jurisdiction.

(2) Subsequent to any crime or incident occurring within any such area of proprietary jurisdiction, the technical expertise of each party may be made available for investigation purposes, upon request and the concurrence of the supervisory official of that agency.

(3) In all cases occurring within the areas identified in Annex C, which are investigated by the CDPD, the Federal interest in such investigation will be recognized and investigators from both agencies will provide mutual support and free continuous exchange of information as authorized by law.

(4) CDPD shall have the primary responsibility for investigating all crimes that are a violation of state or local laws. USSOUTHCOM will undertake to notify Department of the Army Criminal Investigation Command of all such investigations. Otherwise, federal law enforcement agencies shall exercise their inherent and statutory authority to investigate all federal offences and crimes.

(5) CDPD will respond to all other types of police calls for service of a non-criminal nature as it would respond to similar requests from all other areas of the City of Doral, Florida.

(6) CDPD will provide twenty-four (24) hour armed responses for all police calls, including demonstrations or hostage/barricade situations.

(7) Provide SRT response upon a valid request/coordinate with Miami Dade Police Department to request such support.

(8) Provide Bomb Squad/EOD response/coordinate with Miami Dade Police Department to request such support.

c. Arrests. When an arrest is to be effected, it may be made by the officer(s) observing the infraction(s) or the first officer on the scene with the statutory authority to make the arrest. Release on summons will be in accordance with applicable State of Florida law. Persons suspected of criminal activity detained by security personnel will be turned over to CDPD for appropriate action. Potential Violations of federal criminal statutes will be handled by Federal Law Enforcement Agencies.

d. Property & Evidence. Items of property recovered as evidence will be preserved in order to maintain an appropriate chain of custody by the police agency coordinating the preliminary investigation. CDPD will provide technical assistance in the areas of crime scene search, evidence collection and identification, ballistic testing, when the offenses are to be prosecuted in Florida or Federal courts. Classified materials will be retained by USSOUTHCOM in the interest of National Defense.

e. Reports & Records. In an effort to promote the security and safety of the community, and to fulfill respective responsibilities, USAG-DES/CDPD will, upon request and subject to applicable laws, administrative rules, or other directives controlling release of information, provide copies of reports concerning any matter within this Annex. The agency conducting the preliminary investigation shall report all crimes on its Uniform Crime Reports.

f. Court Appearances. When necessary, officers and employees from either agency, when subpoenaed, will appear and assist as a witness in an administrative hearing, judicial proceeding,

or court-martial. Costs of appearance will be paid in accordance with state and federal regulations.

g. Hostage/Barricade, Suspicious Package, Bomb Threats.

(1) In the event of any hostage/barricade, suspicious package, or bomb threat investigation/incident, involving the facilities covered by this MOA, the first officer on the scene will immediately notify his/her superior official. Each agency will immediately notify the other and CDPD may be asked to retain full command and control of the investigation/incident, unless by law or policy, another federal agency, to include the Federal Bureau of Investigation, has assumed authority and jurisdiction. Each agency will make available the use of its emergency services team (s) to assist the lead agency.

(2) In the event of a bomb threat, CDPD will respond, search the facility and secure the scene if a bomb is detected. Upon receipt of a bomb threat, the determination to evacuate the facility will be made by the appropriate senior USSOUTHCOM official on the scene. The Bureau of Alcohol, Tobacco and Firearms (ATF) and the Federal Bureau of Investigation (FBI) will be notified.

(3) In the event of any hostage/barricade, suspicious package, or bomb threat investigation/incident, involving the facilities covered by this MOA, due to the unique security environment at USSOUTHCOM, a USSOUTHCOM representative will be included as a member of the CDPD incident command post.

(4) If in response to any threat within the USSOUTHCOM HQ building requires entry by a CDPD member, that entry will be facilitated and/ or accompanied by a member of either USAG-DES or the J-2 Security Division, this is to acknowledge the unique security conditions of USSOUTHCOM.

h. Towing & Accident Investigations. USAG-DES or CDPD officers may request towing of vehicles in accordance with one another's departmental procedures. CDPD will have primary responsibility for handling traffic accidents on all on station and adjoining roadways. CDPD will be responsible for impounding vehicles involved in accidents as well as subsequent to an arrest by the CDPD.

i. Crowd Control. When requested, the CDPD will undertake crowd control at USSOUTHCOM facilities and adjoining areas.

ANNEX C

LAND AREA OF USSOUTHCOM MIAMI HEADQUARTERS

USSOUTHCOM land area comprises Lots 8 thru 16 of the West Point Business Park, which is located on approximately 52 acres on the cul-de-sac west of 9301 N.W. 33rd Street.