

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF DORAL POLICE DEPARTMENT  
AND  
US ARMY GARRISON MIAMI  
FOR  
COOPERATIVE RELATIONSHIP  
AGREEMENT NUMBER IM-W58CGZ-003-MOA

This Memorandum of Agreement (MOA) is made by and between the United States Army Garrison-Miami, hereinafter referred to as USAG-Miami, and the City of Doral Police Department, hereinafter referred to as CDPD.

1. BACKGROUND:

1.1. 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.

1.2. The USAG-Miami and USSOUTHCOM HQ are located at 9301 NW 33<sup>rd</sup> 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.

2. REFERENCE:

2.1. 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.

2.2. Annex B 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.

2.3. Annex C is the land area of USSOUTHCOM Miami Headquarters.

3. PURPOSE: This MOA establishes the cooperative relationship between the CDPD and the U.S. Department of the Army, which has designated the Installation Management Command (IMCOM) through the USAG-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

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. RESPONSIBILITIES OF THE AGENCIES:

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

5.2. Support and participation during the Installation Annual Antiterrorism and Force Protection Exercise as allowed by mission and capability.

5.3. 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.)

5.4. Provide Centralized E911 Emergency Dispatch Services (by resourcing and management of LE dispatch/E911 services.)

5.5. 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.)

5.6. 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.)

5.7. 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.)

5.8. Provide Police Administration Services (LE related reporting and analysis, information, and products for installation customers to meet mission and regulatory requirements.)

5.9. 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.)

5.8. 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. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Agencies to communicate in the implementation of this MOA. Each Agency may change its point of contact upon reasonable notice to the other Agency.

8.1. For CDPD: Chief Edwin Lopez, (305) 593-6699.

8.2. For USAG-Miami: Garrison Manager, (305) 437-1700.

9. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, as applicable, to —

9.1. To CDPD: 6100 NW 99 Avenue, Doral, FL 33178

9.2. To USAG-Miami: 9301 NW 33rd Street Doral, FL 33172-1202.

10. **FUNDS AND MANPOWER:** This MOA does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources. Any obligation of funds in support of this MOA and its implementing SAs will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448, or by establishing a direct-charge Work Breakdown Structure if the parties are using General Fund Enterprise System.

11. **REVIEW OF AGREEMENT:** This MOA will be reviewed on or around the anniversary of its effective date at mid-point in its entirety.

12. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

13. **DISPUTES:** Any disputes relating to the MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and AR 5-9, paragraph 3-7.

14. **TERMINATION OF AGREEMENT:** This MOA may be terminated in writing at will by either Agency.

15. **TRANSFERABILITY:** This MOA is not transferable except with the written consent of the Agencies.

16. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Agencies regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

17. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Agency signs.

18. **EXPIRATION DATE:** This MOA expires on **June 30, 2030**.

19. **CANCELLATION OR MODIFICATION:** This MOA modifies or cancels and supersedes the previously

signed MOA between the same agencies with Agreement # IM-W58CGZ-003 and effective date of **June 4, 2025.**

20. NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

21. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

22. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Agencies, nor waive required compliance with any law or regulation.

22.1. OTHER: Errors contained in this agreement or attachments that are inconsistent with directives or regulations will not have the effect of obligating USAG-Miami or CDPD.

23. LIST OF ATTACHMENTS:

23.1. ANNEX A.

23.2 ANNEX B.

23.3. ANNEX C.

24. OSJA REVIEW: [\*]

The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

24.1. [Insert Servicing Agency] – [insert date of review here if legal is not signing MOA and remove signature block]

\_\_\_\_\_  
(Typed Name and signature of Reviewing Attorney)

\_\_\_\_\_  
(Date)

24.2. [Insert Requesting Agency] – [insert date of review here if legal is not signing MOA and remove signature block]

\_\_\_\_\_  
(Typed Name and signature of Reviewing Attorney)

\_\_\_\_\_  
(Date)

AGREED:

FOR CDPD

FOR USAG-MIAMI

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
(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.	(305) 437-1700
Garrison Deputy Manager, USAG-Miami, FL	(305) 437-2631
Director Emergency Services	(305) 437-2175
Deputy Director Emergency Services	(305) 437-2125

## **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.

