

RESOLUTION No. 21-178

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DORAL, BY AND THROUGH ITS POLICE DEPARTMENT, THE CITY OF DORAL POLICE DEPARTMENT AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR THE PURPOSE OF FACILITATING INVESTIGATIONS OF INCIDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Memorandum of Understanding is in the event of an occurrence such as a shooting or the death of an arrestee in care of the City of Doral Police Department which will then initiate an investigation and forensic involvement, assistance, or coordination by the FDLE; and

WHEREAS, Staff has recommended that the City Council approve the Memorandum of Understanding between the City of Doral, by and through its' Police Department, the City of Doral Police Department, and the Florida Department of Law Enforcement (FDLE) for the purpose of facilitating investigations of incidents.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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 Understanding between the City of Doral, by and through its' Police Department, the City of Doral Police Department, and the Florida Department of Law Enforcement (FDLE), 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

Understanding 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 Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of August, 2021.



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 UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Doral, Florida, (City), by and through its police department, the City of Doral Police Department (DPD) and the Florida Department of Law Enforcement (FDLE), in furtherance of their respective duties under law for the purpose of facilitating investigations of incidents as described hereafter. The City and the FDLE agree as follows:

1. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by FDLE:
 - a. The shooting of a person by a DPD law enforcement officer acting in the line of duty; or
 - b. The death of an arrestee while in the care, custody or control of a DPD law enforcement officer, the death of an arrestee shortly after being in the care, custody or control of a DPD law enforcement officer or the death of an intended arrestee during an arrest attempt by a DPD law enforcement officer.

2. Upon the occurrence of any of the enumerated predicate events, the ranking DPD member on the scene will ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, crime scene technicians, medical examiner personnel, State Attorney personnel, investigating FDLE members and other law enforcement investigators assisting FDLE will be permitted inside the crime scene perimeter. The ranking DPD representative will then ensure that the FDLE regional operations center is promptly contacted and requested to dispatch the FDLE Critical Incident Team to initiate an investigation, notify the SAO Police Shooting Team and to coordinate crime laboratory services at the scene. FDLE will notify the State Attorney as soon as reasonably possible.

3. Pending arrival of the FDLE Critical Incident Team, the ranking DPD member will ensure that the scene remains secured, that physical evidence and documentation is protected and preserved and that all law enforcement and citizen witnesses are identified and separated pending initial interview. If feasible, the ranking DPD member will ensure that arrested persons at the scene are detained pending the arrival of the FDLE Critical Incident Team. The DPD will conduct the investigation related to any underlying criminal activity that preceded or occurred at the same time as the predicate events outlined in paragraph 1 above, when applicable. The ranking DPD member will also provide any assistance requested by FDLE during and after the on-scene investigation has been concluded, such as additional collection of evidence from suspects, vehicles, or involved law enforcement personnel, as well as the securing of other evidence such as radio communications tapes. The ranking DPD member will also coordinate with local law enforcement in any necessary crowd control efforts.

4. Upon receipt of notification from the DPD that any of the enumerated predicate events have occurred, the appropriate FDLE Special Agent in Charge or designee will immediately implement an investigation pursuant to FDLE Procedures governing FDLE investigations of Officer Involved Shootings and in-Custody Death Incidents, which are incorporated herein by reference. FDLE, in conjunction with DPD, will promptly coordinate the dispatch of the Critical Incident Team together with the appropriate crime scene personnel, medical examiner personnel, State Attorney personnel and any additional law enforcement personnel which are required. FDLE will be the lead agency, in consultation with the State Attorney's Office, responsible for conducting all interviews and sworn statements of witnesses and subject officers.

5. FDLE will assume operational direction of investigations and forensic assistance or coordination initiated pursuant to this Memorandum of Understanding. FDLE may request the assistance of DPD personnel or personnel from other law enforcement agencies.

6. The DPD will retain overall direction and responsibility for any internal or administrative investigations initiated in response to the occurrence of any of the enumerated predicate events. However, the parties agree that the criminal investigative efforts take precedence over any internal or administrative investigations conducted by the DPD. No documentation, whether internal report or statement authored or obtained by DPD personnel involved in the subject incident that has been provided to the DPD under order or policy, shall be provided, or its contents revealed, to the criminal investigative team or the prosecutor until such time as the criminal investigative team and the FDLE Office of General Counsel agree that the criminal investigation will not be adversely impacted by any potential for immunity that may attach to any such statement. The criminal investigative team and the FDLE Office of General Counsel may consult with the prosecutor to determine whether such statement may adversely impact any subsequent criminal prosecution. However, the criminal investigative team and the FDLE Office of General Counsel will make the final determination regarding use of such statements in FDLE's investigation. To help assure that the criminal investigation is not impeded or negatively affected by internal or administrative investigative efforts, the DPD's internal or administrative investigation shall be initiated only after the criminal investigative efforts have been concluded or when otherwise specifically authorized by the FDLE's investigative team.

7. The parties agree that the DPD may issue initial press statements acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to the investigative process. At the appropriate stage(s) of an investigation initiated under this Memorandum of Understanding, FDLE will forward copies of all investigative reports and investigative summaries to the State Attorney having jurisdiction over the case and to the DPD for review. Transmittal of reports and summaries will be done so as to preserve any applicable exemptions from public disclosure and to maintain any confidentiality of information that may apply. Any press release related to investigative activities and responses to public records requests shall

be coordinated jointly by the involved agencies to assure that disclosure, if any, is appropriate and timely. The parties agree that best efforts will be made to coordinate said releases jointly.

8. FDLE will submit all final reports to the State Attorney for review. FDLE will report the material factual findings of the investigation but will offer no recommendations or reach legal conclusions concerning whether the force used, if any, was justified.

9. This Memorandum of Understanding represents the entire agreement between the parties on this subject matter. Any alteration or amendment of the provisions of this agreement shall be in writing, duly signed by authorized personnel of each of the parties and attached to the original of this agreement.

10. This agreement shall become effective upon all parties having signed below. Any party may terminate this agreement by providing the others with thirty (30) days advance notice in writing or by mutual agreement of the parties.

11. This Memorandum of Understanding does not supersede or replace any existing Memorandum of Understanding between the City of Doral, by and through its police department, DPD, and Federal Law Enforcement Agencies or municipal police departments as it relates to Police Use of Deadly Force Investigations.

For FDLE:

For the City:

Richard L. Swearingen, Commissioner
Florida Department of Law Enforcement

Raul Ubieta
Interim Chief of Police

Date: _____

Date: _____