

RESOLUTION NO. 13-135

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE FEDERAL RESERVE BANK OF ATLANTA MIAMI BRANCH AND THE CITY OF DORAL FOR USE OF DEFENSIVE TACTICS TRAINING AREA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is the responsibility of the City of Doral, Florida (the "City") to provide police services to the businesses, property owners, residents, and visitors of the City; and; and

WHEREAS, the City of Doral Police Department personnel will benefit from the ability to use the Defensive Tactics Training Area operated by the Federal Reserve Bank of Atlanta Miami Branch for training purposes; and

WHEREAS, Staff respectfully requests that the City Council approve a Memorandum of Agreement between the Federal Reserve Bank of Atlanta Miami Branch and the City of Doral, Florida which will enhance the training capabilities of the Doral Police Department to protect and serve the businesses, property owners, residents and visitors to the City of Doral.

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 true and correct and incorporated herein.

Section 2. Approval. The Memorandum of Agreement between the Federal Reserve Bank of Atlanta Miami Branch and the City of Doral, a copy of which is attached hereto as Exhibit 'A,' is hereby approved and the appropriate City officials are authorized to execute the Memorandum of Agreement on behalf of the City.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED THIS 11th DAY OF DECEMBER, 2013.




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT “A”

**Agreement for Use
Of Defensive Tactics Training Area**

This is an Agreement between City of Doral, Florida and the Federal Reserve Bank of Atlanta Miami Branch ("Bank") for the City of Doral Police Department ("Agency") to use Bank's firing range, located at 9100 NW 26 Street, effective November 1, 2013. The parties agree as follows:

1. **Responsibility for Personnel.** Agency personnel must be accompanied by an Agency supervisor and under the control of Agency and Agency is solely responsible for the actions of Agency personnel.
2. **Defensive Tactics Procedures.** Agency must follow the Bank's procedures when using the Defensive Tactics Area. Defensive Tactics Area procedures are attached as Exhibit A.
3. **Scheduling Use of Defensive Tactics Area.** Arrangements for use of the Bank's Defensive Tactics Area must be made by contacting Sgt. David Odom at 305-471-6498. Agency agrees to give Bank at least two business days notice of its intention to use the Defensive Tactics Area. Bank reserves the right to refuse Agency's request to use the area for any reason or for no reason.
4. **Applicable Laws.** Agency must comply with all applicable laws and must furnish all necessary reports and information to the appropriate agencies.
5. **Termination.** This Agreement terminates two years after the effective date of this Agreement. Agency understands and agrees that obligations under this Agreement that, by their nature, would continue beyond the termination of this Agreement will survive termination of this Agreement.
6. **Indemnification.** Agency assumes any and all risk of accident and injury to their personnel or any other persons arising from Agency's use of the Bank Defensive Tactics Area. Further, Agency agrees to release, indemnify, defend and hold harmless the Bank, its officers and employees from any liability for damages or injuries sustained as a result of the use by Agency personnel of the Bank's Defensive Tactics Area, unless such injuries are the result of Bank's gross negligence.
7. **Insurance.** In granting access to the firing range, Bank is relying on the following assertions by Agency:
 - a. Agency is self-insured or insured by a third party;
 - b. Agency employees will be acting within the scope of their employment while training at the Bank's Defensive Tactics Area (i.e. the training is mandated by the Agency); and
 - c. Federal workers' compensation laws will cover any injuries to Agency personnel during the use of the Bank's Defensive Tactics Area.
8. **Confidentiality.** Agency must hold all information it obtains as a result of this Agreement in trust and confidence and must not disclose any information to a third party unless authorized by Bank or by applicable federal or state law, in which case Agency shall promptly notify Bank of such disclosure.
9. **Publicity.** Agency must not use Bank's name in publicity releases or advertising or in any other manner without securing Bank's written approval.
10. **Security.** Agency, and its employees or agents must comply with Bank's security requirements. Agency understands and agrees that Bank reserves the right to refuse the admission onto or remove from Bank property any one or all of Agency employees, agents, or invitees.

- 11. **Modifications.** Any change or modification of this Agreement must be made only with the mutual, written agreement of both parties. This Agreement supersedes any prior written or oral agreement between the parties.
- 12. **Assignment and Subcontract.** Agency must not, under any circumstances, assign this Agreement.
- 13. **Enforcement.** If any provision of this Agreement is found unenforceable, the parties intend the remainder to be enforced as fully as possible and the unenforceable provision should be modified to most closely represent the parties' intent.
- 14. **Governing Law.** Local State and Federal laws of the State of Florida govern this Agreement and the parties agree to the exclusive jurisdiction of and venue in the United States District Court for the Miami Dade County.
- 15. **Entire Agreement.** The provisions of this Agreement are intended by Bank and Agency as a final, complete, and exclusive expression of their agreement.

Agreed

City of Doral Police Department

Federal Reserve Bank of Atlanta

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Defensive Tactics Area Procedures

1. Guest Agency personnel using the defensive tactics area must be accompanied and controlled by a certified, qualified defensive tactics instructor of the Guest Agency.
2. A detailed summary of training shall be submitted to the FRB training staff prior to the utilization of the defensive tactics area.
3. All defensive tactics areas will be secured, prepared, and cleared of potential hazards.
4. Guest Agency personnel using the defensive tactics areas must conduct a safety briefing for all participants to include rules of conduct, prohibited items, and safety areas.
5. **NO LIVE WEAPONS/AMMUNITION/CHEMICAL IRRITANTS, EDGED WEAPONS ARE PERMITTED IN THE TRAINING AREA.**
6. Unsafe or frivolous behavior will not be tolerated.
7. All participants must be checked and cleared for prohibited items by the guest agency.
8. Guest Agency must ensure that all areas and equipment is properly cleaned and disinfected before leaving the area.
9. Guest Agency must contact the Bank the day prior to any scheduled use of the defensive tactics area to determine modifications or additions to security measures that may affect these procedures.
10. Guest Agency understands and agrees that security requirements are subject to change in the sole discretion of the Bank.
11. All injuries will be reported to the FRB training staff immediately.

Exceptions to these guidelines must be coordinated with and approved by the LED Chief in advance.