

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DORAL AND PETE A. GUTIERREZ, MD, MMS**

This Agreement is entered into by and between the City of Doral, a political subdivision of the State of Florida, (hereinafter referred to as the City), by and through its police department, the Doral Police Department (hereinafter referred to as the DPD), and Pete A. Gutierrez, MD, MMS (hereinafter referred to as Dr. Gutierrez) and collectively as the Parties.

WHEREAS, the City desires the services of a qualified physician to serve as the Medical Director for the DPD; and

WHEREAS, Dr. Gutierrez is such a qualified physician, licensed in the State of Florida; and

WHEREAS, Dr. Gutierrez has served as the Medical Director for the MDPD on a volunteer basis for several years, and has served in this voluntary capacity as the DPD Medical Director for the past three months;

WHEREAS, the DPD desires the services of Dr. Gutierrez to serve as the DPD Medical Director to conduct medical consults and medical training for law enforcement first responder medical related issues, both current and future;

WHEREAS, the City, the DPD, and Dr. Gutierrez desire to collaborate in the best interests of the City and the DPD;

NOW, THEREFORE, BE IT KNOWN that the Parties, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

i. PURPOSE

The Purpose of this agreement is to establish the terms of the relationship between the City and Dr. Gutierrez, serving in the capacity of DPD Medical Director.

ii. RESPONSIBILITIES OF THE MEDICAL DIRECTOR

a. Administer the following medical program and services:

1. American Heart Association (AHA) Basic Life Support, Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED);

Note: An AED is a portable device that checks the heart rhythm and can send an electric shock to the heart to try to restore a normal rhythm. AEDs are used to treat sudden cardiac arrest.

2. First-Aid for First Responders;

3. Bloodborne Pathogens (BBP);

4. Intranasal Narcan Program;

5. Tactical Lifesaver Program (TLS);

6. Future medical programs as required by Florida Statutes, professional standards, or as needed.

b. Develop and authorize medically correct treatment protocols for the DPD programs listed above, A.1. through A.6.;

- c. Attend and participate in the ongoing training and retraining of DPD personnel as required;
- d. Authorize and maintain the prescriptions required for the DPD AED Program, review AED related incidents for quality assurance as required and monitor the AED Program, review DPD policies and procedures for the AED Program consistent with the standards set by the AHA and revise DPD policies and procedures as may be necessary;
- e. Authorize and maintain the prescriptions required for DPD first responders to administer Narcan used to treat narcotic overdoses, and review Narcan related responses as required, review DPD policies and procedures for the Narcan program consistent with current medical standards and revise the DPD policies and procedures as may be necessary;
- f. Provide oversight for and authorize the TLS Program protocols in accordance with the U.S. Department of Defense Tactical Combat Casualty Care (TC3) Program. The TLS Program trains and certifies DPD officers to provide advanced care during incidents of extreme danger/hostilities in the absence of professional rescue personnel, effectively maximizing their ability to prolong victim survivability;
- g. Participate and collaborate with the DPD Infection Control Program and the BBP Program;
- h. Obtain and maintain registration with the U.S. Drug Enforcement Administration to administer controlled substances;
- i. Provide support to the DPD Department Safety Officer (DSO) and the DPD First Responder Unit as it pertains to departmental policies and procedures in regard to medical and health safety protocols;
- j. Review and advise for recommendations to the DPD Department Manual (DM) Chapter 14, Part I, Exposure to Chemical/Toxic Substances, and/or any other DM chapter with an impact on any of the previously mentioned medical programs as enumerated in Section 11, A.1. through A.6., or future programs as developed;
- k. Provide consultation as Medical Director as needed;
- l. Coordinate periods of unavailability with the DSO and/or First Responder Unit Coordinator;
- m. Perform such other duties as may be negotiated or required.

iii. RESPONSIBILITIES OF THE DPD

- A. The DPD agrees to provide initial and continuing education/training for the following programs.
 - 1. AHA Basic Life Support, CPR, and AED;
 - 2. First-Aid for First Responders;
 - 3. BBP;
 - 4. Intranasal Narcan Program;
 - 5. TLS Program;
 - 6. Future medical program as required by Florida Statutes, professional standards, or as needed;
- B. Maintain and provide a copy of all AED events, forms, and data for review by the Medical Director within 4 weeks of the events;
- C. Maintain AEDs in working order and have supplies available that are within the manufacture's expiration dates;
- D. Maintain records of AED deployments and review the program on a yearly basis to determine its effectiveness;

- E. Maintain records of Narcan administration and review on an on-going basis to determine its effectiveness;
- F. Work in collaboration with the Miami-Dade Fire Rescue Department (MDFRD) to ensure DPD standards are consistent with those of the MDFRD;
- G. Provide DPD identification to the Medical Director during the period of this Agreement, specifically, a badge and identification card, identifying Dr. Gutierrez as the DPD Medical Director;

iv. **PREVAILING CITY OF DORAL POLICIES**

This Agreement shall be construed in accordance with the current DPD policies and procedures.

v. **IMMUNITY PURSUANT TO FLORIDA STATUTE SECTION 768.28(9)**

For the period of this Agreement and only while performing the duties as described in Section II of this Agreement, the DPD Medical Director will be considered an agent of the City of Doral. In accordance with Florida Statutes Section 768.28 (9)(a), no officer, employee, or agent of the state or of any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or mission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willfull disregard of human rights, safety, or property.

vi. **NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

vii. **TERM**

This Agreement shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2022. This Agreement may be renewed upon written approval by the Parties.

viii. **NOTICES**

All notices required or permitted under this MOU shall be in writing and delivered by personal service, U.S. Mail, or electronic mail:

If to the City: Hernan M. Organvidez, Chief of Police
Doral Police Department
6100 NW 99 Avenue
Doral, Florida 33178

If to Medical Director: Dr. Pete A. Gutierrez, MD, MMS
10271 SW 72 Street, Suite D102
Miami, Florida 33173
Peaguti@fiu.edu

ix. **AMENDMENTS**


This Memorandum of Understanding may be amended as necessary.

x. **CANCELLATION**

This Agreement may be cancelled by either party upon providing 60 days written notice to the other party. Cancellation will be at the discretion of the parties; in the case of the City, the Police Chief and Mayor or the Mayor's designee are authorized to cancel this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written below.

CITY OF DORAL

 _____ 7/8/2020
Date
Juan C. Bermudez, Mayor
City of Doral

 _____ 5-29-20
Date
Hernan M. Organvitez, Chief of Police
Doral Police Department

ATTEST:
 _____ 7/8/2020
Date
Connie Diaz, Clerk
City of Doral

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

 _____ 7/8/2020
Date
Luis Figueredo, City Attorney
City of Doral

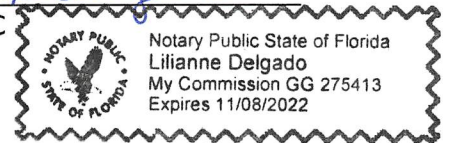
PETE A. GUTIERREZ, MD, MMS


Pete A. Gutierrez, MD, MMS Date 7/7/2020
67312-60148-185-0

State of Florida)
County of Miami-Dade SS:

On this 2 day of July, 2020, before me personally came Pete A. Gutierrez, to me known, and know to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.


NOTARY PUBLIC



RESOLUTION No. 20-75

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DORAL AND DR. PETE GUTIERREZ, MD, MMS TO ACQUIRE TIMELY EXPERT MEDICAL CONSULTATION WHEN DEALING WITH BOTH INTERNAL AND EXTERNAL MEDICAL ISSUES WITH REGARDS TO TRAINING, EQUIPMENT AND THE PERSONAL PROTECTION OF OUR MEMBERS AND OUR CITIZENS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Agreement is to establish the terms of the relationship between the City and Dr. Gutierrez, serving in the capacity of DPD Medical Director. Dr. Gutierrez serving as the Medical Director for the police department will enhance the Department's availability to acquire timely expert medical consultation when dealing with both internal and external medical issues with regards to training, equipment, and the personal protection of our members and our citizens; and

WHEREAS, today, officers are expected to perform more advanced life saving techniques such as Cardiopulmonary Resuscitation (CPR), the use of Automated External Defibrillator (AED), the placement of tourniquets to stop victims from bleeding to death, and the protection of the public and themselves from blood borne pathogens etc. In addition, Dr. Gutierrez's vast years of medical experience combined with his former law enforcement training has made him keenly knowledgeable of the complex liability issues involving law enforcement practices, which would make him be a valuable addition to the Department and the Training Unit; and

WHEREAS, Staff has recommended that the City Council approve the MOU between the City of Doral and Dr. Pete Gutierrez, MD, MMS to acquire timely expert medical consultation when dealing with both internal and external medical issues with

regards to training, equipment and the personal protection of our members and our citizens.

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 MOU between the City of Doral and Dr. Pete Gutierrez, MD, MMS, 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 MOU 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 Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 13 day of May, 2020.



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