

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF DORAL AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered this 16th day of ~~September~~ November, 2020, between the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. ("PBA") and the CITY OF DORAL ("City"), jointly referred to as the ("PARTIES").

WHEREAS, Miami-Dade County and its municipal governments are currently experiencing the effects of the COVID19 pandemic which has been declared a public health emergency; and

WHEREAS, due to the COVID-19 public health emergency first responders have expanded duties with an increased exposure to COVID-19; and

WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act ("CARES") provides a relief fund to State, Local, and Tribal governments which is intended to assist in responding to the COVID-19 public health emergency; and

WHEREAS, the PARTIES are desirous of providing the available funding to its first responders such as sworn law enforcement personnel.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES intending to be legally bound do hereby stipulate and agree as follows:

1. Sworn law enforcement employees certified in compliance with the requirements of Chapter 943 Florida Statutes who are members of a bargaining unit covered by a collective bargaining agreement between the City and the PBA ("Covered Employee"), shall receive a temporary one percent (1%) pay adjustment added to their base pay for the performance of their duties substantially dedicated to mitigating or responding to the COVID-19 public health emergency retroactive to March 1, 2020 as provided in paragraph 2 ("the 1% pay adjustment").
2. Because the funding of this MOU is based on the CARES Act, the 1% pay adjustment provided by this MOU is temporary and shall remain in place for as long as the COVID19 public health emergency declaration remains in effect or December 30, 2020, whichever is earlier. This means that the work for which payment is due under this MOU must be completed on or before the last date of the COVID-19 public health emergency declaration or December 30, 2020, whichever is earlier.
3. The 1% pay adjustment shall be paid for hours physically worked by the Covered Employee dedicated to mitigating or responding to the COVID-19 public health emergency or hours directly related to a COVID-19 absence, if permissible [Families First Coronavirus Response Act (FFCRA) leave, Sick Injury for COVID-19, Workers' Compensation Leave for COVID-19]. The 1% pay adjustment is not subject to be paid if the Covered Employee is not in pay status or on any unworked paid hours including but not limited to Annual Leave, Educational Leave, Jury Duty, Sick Leave (unrelated

to COVID-19, if permissible), etc. Additionally, the 1% pay adjustment is not to be paid on any leave payouts such as DROP payouts or separation payouts.

4. The 1% pay adjustment shall be pensionable through the Florida Retirement System (FRS), and all pension costs associated with the 1% pay adjustment shall also be reimbursed by Miami-Dade County.
5. The Parties recognize that this supplement is being reimbursed to the City from Miami-Dade County. If for any reason the funding is not provided by the County to the City, this agreement shall be null and void. The Parties further agree that questions concerning individual eligibility for the 1% shall be presented to the City Manager, and shall not be subject to a grievance or arbitration under the collective bargaining agreement, nor any other challenge under law.
6. The PARTIES agree and state that no promise, inducement or agreement not expressly contained herein has been made, that this MOU constitutes their entire and final understanding to the subject matter of this agreement, that by entering into this MOU does not constitute a reopening of the collective bargaining agreement between the Parties, and that the terms of this MOU are contractual and not a mere recital.
7. The PARTIES understand that this Memorandum of Understanding and the 1% pay adjustment will be implemented only after ratification by both the PBA's bargaining unit members and the City of Doral.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

AGREED TO THIS 16th DAY OF November ~~SEPTEMBER~~, 2020.

For the Dade County Police
Benevolent Association, Inc.



Steadman Stahl, President
Dade County PBA

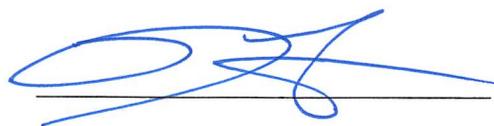


Andrew M. Axelrad, General Counsel
Dade County PBA

For the City of Doral.



Albert P. Childress, City Manager



RESOLUTION No. 20-207

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 THE POLICE BENEVOLENT ASSOCIATION (PBA) TO INCLUDE A ONE PERCENT (1%) PAY ADJUSTMENT TO THE BASE PAY OF SWORN MEMBERS OF THE PBA RETROACTIVE TO MARCH 1, 2020, FOR THE PERFORMANCE OF THEIR DUTIES SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the community continues to experience the effects of the public health emergency that has been declared as a result of the COVID19 pandemic; and

WHEREAS, it has been deemed appropriate to recognize emergency first responders that have expanded duties with an increased exposure to COVID-19.; and

WHEREAS, the Coronavirus Aid, Relief and Economic Securities Act ("CARES") provides a relief fund to State, Local, and Tribal governments which is intended to assist in responding to the COVID-19 public health emergency; and

WHEREAS, the City is desirous in recognizing sworn law enforcement employees certified in compliance with the requirements of Chapter 943 Florida Statutes who are members of a bargaining unit covered by the collective bargaining agreement between the City and the PBA with a temporary one percent (1%) pay adjustment added to their base pay for the performance of their duties substantially dedicated to mitigating or responding to the COVID-19 public health emergency retroactive to March 1, 2020, and

WHEREAS, the 1% pay adjustment shall be pensionable through the Florida Retirement System (FRS), and all pension costs associated with the 1% pay adjustment shall also be reimbursed by Miami-Dade County; and

WHEREAS, the Parties recognize that this supplement is being reimbursed to the City from Miami-Dade County, and if for any reason the funding is not provided by the County to the City, the agreement shall be null and void; and

WHEREAS, the Parties further agree that questions concerning individual eligibility for the 1% shall be presented to the City Manager, and shall not be subject to a grievance or arbitration under the collective bargaining agreement, nor any other challenge under law; and

WHEREAS, the funding of the MOU is based on the CARES Act, the 1% pay adjustment is temporary and shall be in place for as long as the COVID19 public health emergency declaration remains in effect or December 30, 2020, whichever is earlier, as provided in the October 14, 2020, memorandum from the Human Resources Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, 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 City Manager is hereby authorized to enter into an agreement on behalf of the City of Doral with the PBA to retroactively fund the agreed 1% temporary salary adjustment to members of the collective bargaining agreement between the City of Doral and the PBA through December 31, 2020.

Section 3. Authorization. The City Manager is authorized to execute a Memorandum of Understanding on behalf of the City.

Section 4. 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 the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember 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 Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 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