



RESOLUTION # 2020-45

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF WEST MIAMI AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION (PBA) PROVIDED THAT IT COMPLIES WITH THE CORONA VIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES ACT) REIMBURSEMENT PROCESS; PROVIDING FOR AN EFFECTIVE DATE.

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.

WHEREAS, the City of West Miami desires to authorize the City Manager to execute the Memorandum of Understanding with the Police Benevolent Association as attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

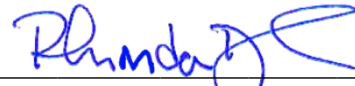
Section 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

Section 2. The City Mayor and City Commission hereby authorize the City Manager to enter into a Memorandum of Understanding with the Police Benevolent Association, attached as " Exhibit A".

Section 3. This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this 23rd day of September 2020.

APPROVED:



RHONDA A. RODRIGUEZ, MAYOR

ATTEST:



**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS TO FORM AND SUFFICIENCY:



JOSE A. VILLALOBOS, CITY ATTORNEY

THE FOREGOING RESOLUTION WAS OFFERED BY COMMISSIONER BLANCA WHO MOVED FOR ITS ADOPTION. THE MOTION WAS SECONDED BY COMMISSIONER BLANES AND UPON PASSAGE WAS PUT TO A VOTE AS FOLLOWS:

ROLL CALL VOTE:

MAYOR RHONDA A. RODRIGUEZ	<u>Y</u>
VICE-MAYOR ERIC DIAZ-PADRON	<u>Y</u>
COMMISSIONER CANDIDA BLANCA	<u>Y</u>
COMMISSIONER JUAN M. BLANES	<u>Y</u>
COMMISSIONER LUCIANO SUAREZ	<u>Absent</u>

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

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered this ____ day of September, 2020, between the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC. ("PBA") and the CITY OF WEST MIAMI ("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

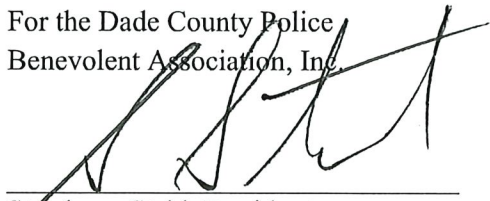
to COVID-19), etc. Additionally, the 1% pay adjustment is not to be paid on any leave payouts such as DROP payouts or separation payouts.

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 West Miami.


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 _____ DAY OF 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 West Miami

Yolanda Aguilar, City Manager

Carlos Avila, Police Chief