

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:22-cv-24066-KMM

GRACE, INC., *et al.*,

*Plaintiffs,*

v.

CITY OF MIAMI,

*Defendant.*

**JOINT MOTION TO APPROVE CONSENT JUDGMENT  
AND SETTLEMENT AGREEMENT**

Plaintiffs GRACE, Inc., Engage Miami, Inc., South Dade Branch of the NAACP, Miami-Dade Branch of the NAACP, Clarice Cooper, Yanelis Valdes, Jared Johnson, Alexandra Contreras and Steven Miro, and Defendant City of Miami (collectively, the “Parties”) jointly move the Court to approve the Settlement Agreement between the Parties and enter a consent judgment enforcing the same. In support thereof, the Parties state as follows:

1. On March 24, 2022, the Miami City Commission adopted Resolution R-22-131 (the “2022 Plan”), redrawing the City Commission districts following the 2020 Census.
2. On December 15, 2022, Plaintiffs filed this Action against the City of Miami, alleging that the 2022 Plan violated the Equal Protection Clause of the Fourteenth Amendment.
3. On May 23, 2023, this Court preliminarily enjoined the City from enforcing the 2022 Plan (ECF 60).
4. On June 14, 2023, the Miami City Commission adopted Resolution R-23-271 (the “2023 Plan”), another plan for the City Commission districts.
5. On July 30, 2023, this Court issued its order on interim remedy (ECF 94), sustaining Plaintiffs’ objections to the 2023 Plan and adopting Plaintiffs’ P4 plan as this Court’s interim

remedy pending final judgment.

6. On July 30, 2023, the City appealed this Court's interim remedial order (ECF 96). That appeal remains pending.

7. On September 14, 2023, the ACLU of Florida filed an action (the "State Action") against the City of Miami in the Circuit Court of Florida's Eleventh Judicial Circuit, alleging that the 2023 Plan violated Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes.

8. On January 11, 2024, the Miami City Commission adopted Resolution R-24-1, amending the 2023 Plan by making a small change affecting two districts.

9. On April 10, 2024, following a bench trial, this Court: (1) found all five districts in both the 2022 Plan and the 2023 Plan (including as amended by R-24-1) are unconstitutionally racially gerrymandered in violation of the Equal Protection Clause of the Fourteenth Amendment; (2) permanently enjoined the City of Miami and its officers and agents from calling, conducting, supervising, or certifying any elections under the unconstitutional districts; (3) awarded each Plaintiff nominal damages in the amount of \$1.00; and (4) retained jurisdiction to adjudicate the remedial phase of the case. ECF 185.

10. On May 10, 2024, the City appealed this Court's post-trial findings of fact and conclusions of law and interim remedial order (ECF 189). That appeal remains pending.

11. The Parties (and non-party ACLU of Florida, the plaintiff in the State Action) now wish to avoid the cost, risk, and uncertainty associated with further litigation, and have reached a compromise to resolve this matter through the Settlement Agreement attached as **Exhibit 1**.

12. On May 23, 2024, the Miami City Commission directed the City Manager to enter into the Settlement Agreement pursuant to Resolution R-24-0205, attached as **Exhibit 2**.

13. If the Court approves the Settlement Agreement, the Parties request that, in

accordance with Section 7 of the same, this Court enter a consent judgment:

- (1) approving the Agreement;
- (2) ordering (a) the City to implement “P5” as its redistricting plan as provided by Section 3 of the Agreement; (b) that no special election shall be required due to the change in district boundaries caused by the implementation of “P5”; (c) that the City will not redistrict until after the 2030 Census data is released, unless the number of commission districts changes or subject to a subsequent court order; and (d) that no change in district boundaries caused by the implementation of “P5” shall affect the qualifications of any incumbent commissioner under Section 4(c) of the City Charter or Chapter 16 of the City Code that would disqualify such incumbent commissioner during the remainder of the incumbent commissioner’s current term to which they were elected;
- (3) ordering the City to place a charter amendment on the November 2025 ballot as provided by Section 4 of the Agreement;
- (4) ordering the City to pay Plaintiffs’ damages as provided by Section 5 of the Agreement;
- (5) ordering the City to pay Plaintiffs’ attorneys fees and costs as provided by Section 6 of the Agreement, with each party to bear its own attorneys’ fees and costs except as expressly provided in that Section; and
- (6) Dismissing this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2).

14. The Parties further request that the Court retain jurisdiction to enforce the provisions of the Settlement Agreement.

## MEMORANDUM OF LAW

### I. Legal Standard

“It is well-settled that judicial policy favors voluntary settlement for resolution of class-action as well as other cases.” *Dillard v. City of Foley*, 926 F. Supp. 1053, 1062 (M.D. Ala. 1995) (citing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)). “District courts should approve consent decrees so long as they are not unconstitutional, unlawful, unreasonable, or contrary to public policy.” *Stovall v. City of Cocoa*, 117 F.3d 1238, 1240 (11th Cir. 1997). Where a settlement “reaches into the future and has continuing effect,” the court must ascertain not just whether “it is a fair settlement but also that it does not put the court's sanction on and power behind a decree that violates Constitution, statute, or jurisprudence.” *Id.* at 1242 (quoting *United States v. City of Miami*, 664 F.2d 435, 440–41 (5th Cir. 1981)). When a decree “also affects third parties, the court must be satisfied that the effect on them is neither unreasonable nor proscribed.” *Id.*

### II. Argument

The Parties have settled this litigation, the related appeals, and the State Action through the attached Settlement Agreement and respectfully request the Court enter a consent judgment embodying the Parties’ agreed-upon settlement terms. Among the pertinent terms in the Settlement Agreement, the Parties acknowledge this Court’s findings; the City has relinquished its right to appeal this Court’s rulings; the City has agreed to use P5 as the restricting map for the 2020 decennial census term; the City has agreed to place a charter amendment on the November 2025 ballot to reform the redistricting process and to prohibit drawing districts with the intent to favor or disfavor a candidate or incumbent; the Parties have agreed that each Plaintiff is entitled to \$1.00 in nominal damages; and the Parties have agreed that Plaintiffs are entitled to costs and attorneys’ fees of \$1,583,031.35, a reasonable amount reflecting the significant expenditure of time and

resources necessary to achieve legal victories through trial. The Parties now ask the Court to enter an order embodying the terms of their agreement, “in the nature of a consent decree.” *Jacksonville Branch of NAACP v. City of Jacksonville*, 2023 WL 4277423, at \*1 (M.D. Fla. May 30, 2023).

The Parties recognize that their individual best interests, as well as the best interests of the residents of Miami, are served by a resolution of this matter. Resolution eliminates any further cost, risk, and uncertainty associated with future trial court proceedings and associated appellate matters, as well as foreclosing any possible electoral confusion continued litigation may create. Accordingly, the Parties, through settlement authority vested in their counsel, sought to resolve this litigation through the attached Settlement Agreement. *See Scott v. U.S. Dep’t of Just.*, 920 F. Supp. 1248, 1252 (M.D. Fla. 1996).

Pursuant to that agreement, the Parties have agreed to terms that resolve the remedial phase of this case, over which the Court undeniably has subject-matter jurisdiction. *North Carolina v. Covington (Covington I)*, 581 U.S. 486, 488 (2017); *Covington v. North Carolina (Covington II)*, 283 F. Supp. 3d 410, 424 (M.D.N.C.), *aff’d in relevant part*, 138 S. Ct. 2548 (2018); *United States v. Virginia*, 518 U.S. 515, 547, (1996); *N.C. State Conf. of NAACP v. McCrory*, 831 F.3d 204, 239 (4th Cir. 2016). The Parties’ agreed-upon settlement terms advance the objectives of the constitutional claims upon which Plaintiffs based their Complaint, and provide a “full and adequate remedy” to the constitutional violations the Court identified after trial. *United States v. Osceola Cnty.*, 474 F. Supp. 2d 1254, 1256 (M.D. Fla. 2006). Moreover, the proposed settlement terms are reasonable, fair, constitutional, lawful, and in accord with public policy. *Stovall*, 117 F.3d at 1242.

The Plaintiffs believe the Parties’ agreed map (P5) unifies neighborhoods across the City—including Coconut Grove, Overtown, Allapattah, and Edgewater—which this Court found had been divided to enhance the unjustified racial division of the enacted redistricting plans.

Throughout P5, districts better respect traditional race-neutral redistricting criteria, such as respecting major manmade boundaries. On the whole, districts lose irregular appendages that this Court found were drawn to race-based ends. Districts are generally more compact, with more uniform, regular boundaries. And crucially, there remains a district (District 5) in which Black voters have the ability to elect candidates of their choice, as the Voting Rights Act requires.

The City Commission voted to approve P5 as part of its approval of the settlement.

Additionally, the Parties have agreed that Defendant City of Miami will put to the voters a charter amendment proposing a citizens' committee process to draw and propose maps to the City Commission in future redistricting cycles. The charter amendment would also prohibit redistricting with the intent to favor or disfavor a candidate or incumbent. There is precedent for incorporating proposed charter amendments into remedial decrees such as this. *See, e.g., James v. City of Sarasota*, No. 79-1031-Civ-T-GC, slip op. at 6 (M.D. Fla. Sep. 2, 1983) (ordering city to hold charter referendum on two competing remedial plans in VRA case); *Bellamy v. City of Perry*, No. TCA 83-7125-MMP, slip op. at 3 & App'x 4 (N.D. Fla. Dec. 5, 1983) (ordering amendments to city charter in VRA consent decree).

Further, the proposed settlement terms "tak[e] account of 'what is necessary, what is fair, and what is workable.'" *Covington I*, 581 U.S. at 488 (quoting *New York v. Cathedral Acad.*, 434 U.S. 125, 129 (1977)). The Settlement Agreement "sets forth the mechanism and plan schedule for the [City of Miami] to conduct future elections for the members of the [City Commission] in accordance with the Voting Rights Act and the Fourteenth [] Amendment[] to the Constitution." *Bellamy v. Taylor Cnty. Sch. Bd.*, No. 4:83-cv-7124, slip op. at 3 (N.D. Fla. July 18, 1984) (available at ECF No. 6-1). Namely, Section 3(a) of the Agreement provides that P5 will be implemented beginning with the November 2025 regular municipal election as each commissioner

is elected pursuant to Section 4(b) of the City Charter, and in any special election held after this Agreement's Effective Date with respect to any district in which a special election is held. This ensures a map that all parties agree is constitutionally compliant will go into effect at the next regular municipal election, and in any special election occurring before the next regular election. *Cf. Singleton v. Allen*, 2023 WL 6567895, at \*19 (N.D. Ala. Oct. 5, 2023) (ordering remedial map to be implemented in next regular elections); *Perez v. Texas*, No. 5:11-cv-360 (W.D. Tex. May 28, 2019), ECF No. 1631 (ordering racial gerrymandering remedy to be used beginning with 2020 legislative elections); *United States v. Sch. Bd. of Osceola Cnty.*, 2008 WL 11508421, at \*2 (M.D. Fla. Apr. 23, 2008) (consent decree ordering staggered implementation of VRA remedy over two election cycles). Section 3(c) provides that the changes in district boundaries due to P5 will not disqualify any incumbent commissioner during the term for which they are elected. *Cf. Bellamy v. Taylor Cnty. Sch. Bd.*, No. 4:83-cv-7124, App'x 3 at 1 (N.D. Fla. July 18, 1984) (available at ECF No. 6-1) (redrawing school board districts and waiving district residency requirements for incumbent school board members); *Jacksonville Branch of NAACP v. City of Jacksonville*, No. 3:22-cv-493, slip op. at 3 (M.D. Fla. Jan. 4, 2023), ECF No. 107 (court "exercis[ing] its equitable power" to waive 183-day residency requirement for candidates "[g]iven the potential for confusion and the need to effectuate the Court-ordered remedy without disruption to the upcoming election"); Fla. Stat. § 1001.36(2) (statute with identical language applicable to school board redistricting). These provisions ensure P5's implementation will be workable, recognizing that "breadth and flexibility are inherent in equitable remedies." *Covington v. North Carolina*, 270 F. Supp. 3d 881, 889 (M.D.N.C. 2017) (quoting *Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (1971)).

Finally, the Parties request that the Court retain jurisdiction over this matter for the limited

purpose of enforcing the provisions of the Settlement Agreement. An express retention of jurisdiction and incorporation of the terms of the Parties' settlement agreement is a proper exercise of a court's ancillary jurisdiction to enforce its orders. *See Doe ex rel. Doe v. Sch. Bd. for Santa Rosa Cnty.*, 711 F. Supp. 2d 1320, 1324 (N.D. Fla. 2020); *Kokkonen v. Guardian Life. Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) ("If the parties *wish* to provide for the court's enforcement of a dismissal-producing settlement agreement, they can seek to do so."); *Am. Disability Ass'n, Inc. v. Chmielarz*, 289 F.3d 1315, 1320 (11th Cir. 2002) ("[E]ven absent the entry of a formal consent decree, if the district court either incorporates the terms of a settlement into its final order of dismissal *or* expressly retains jurisdiction to enforce a settlement, it may thereafter enforce the terms of the parties' agreement."). A dismissal pursuant to Federal Rule of Civil Procedure 41(a)(2) is an appropriate mechanism for the Court to dismiss the action pursuant to the Parties' agreement while also retaining jurisdiction. *Kokkonen*, 511 U.S. at 381; *Absolute Activist Value Master Fund Ltd. v. Devine*, 998 F.3d 1258, 1268 (11th Cir. 2021).

**WHEREFORE**, the Parties respectfully request that the Court approve the Settlement Agreement and enter a Consent Judgment:

- (1) approving the Settlement Agreement;
- (2) ordering (a) the City to implement "P5" as its redistricting plan as provided by Section 3 of the Agreement; (b) that no special election shall be required due to the change in district boundaries caused by the implementation of "P5"; (c) that the City will not redistrict until after the 2030 Census data is released, unless the number of commission districts changes or subject to a subsequent court order; and (d) that no change in district boundaries caused by the implementation of "P5" shall affect the qualifications of any incumbent commissioner under Section 4(c) of the City Charter or Chapter 16 of the



- City Code that would disqualify such incumbent commissioner during the remainder of the incumbent commissioner's current term to which they were elected;
- (3) ordering the City to place a charter amendment on the November 2025 ballot as provided by Section 4 of the Agreement;
- (4) ordering the City to pay Plaintiffs' damages as provided by Section 5 of the Agreement;
- (5) ordering the City to pay Plaintiffs' attorneys fees and costs as provided by Section 6 of the Agreement, with each party to bear its own attorneys' fees and costs except as expressly provided in that Section; and
- (6) dismissing this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2).

Respectfully submitted June 10, 2024,

/s/ Nicholas L.V. Warren

Nicholas L.V. Warren (FBN 1019018)  
**ACLU Foundation of Florida**  
1809 Art Museum Drive, Suite 203  
Jacksonville, FL 32207  
(786) 363-1769  
nwarren@aclufl.org

Daniel B. Tilley (FBN 102882)  
Caroline A. McNamara (FBN 1038312)  
**ACLU Foundation of Florida**  
4343 West Flagler Street, Suite 400  
Miami, FL 33134  
(786) 363-2714  
dtilley@aclufl.org  
cmcnamara@aclufl.org

Neil A. Steiner\*  
Julia Markham-Cameron\*  
**Dechert LLP**  
Three Bryant Park

/s/ George T. Levesque

Jason L. Unger (FBN 991562)  
George T. Levesque (FBN 55551)  
Andy Bardos (FBN 822671)  
**GrayRobinson, P.A.**  
301 South Bronough Street, Suite 600  
Tallahassee, FL 32301  
(850) 577-9090

Jason.Unger@gray-robinson.com  
George.Levesque@gray-robinson.com  
Andy.Bardos@gray-robinson.com

Christopher N. Johnson (FBN 69329)  
Marlene Quintana, B.C.S. (FBN 88358)  
Fabian A. Ruiz (FBN 117928)  
Jessica D. Santos (FBN 1038776)

**GrayRobinson, P.A.**  
333 S.E. 2nd Avenue, Suite 3200  
Miami, FL 33131  
(305) 416-6880  
Christopher.Johnson@gray-robinson.com

1095 Avenue of the Americas  
New York, NY 10036  
(212) 698-3822  
neil.steiner@dechert.com  
julia.markham-cameron@dechert.com

Christopher J. Merken\*  
**Dechert LLP**  
Cira Centre  
2929 Arch Street  
Philadelphia, PA 19104  
(215) 994-2380  
christopher.merken@dechert.com

Gregory P. Luib\*  
**Dechert LLP**  
1900 K Street NW  
Washington, DC 20006  
(202) 261-3413  
gregory.luib@dechert.com

*\*Admitted pro hac vice*

*Counsel for Plaintiffs*

Marlene.Quintana@gray-robinson.com  
Fabian.Ruiz@gray-robinson.com  
Jessica.Santos@gray-robinson.com

**CITY OF MIAMI**

Victoria Méndez, City Attorney (FBN 194931)  
John A. Greco, Chief Deputy City Attorney (FBN 991236)  
Kevin R. Jones, Deputy City Attorney (FBN 119067)  
Office of the City Attorney  
444 S.W. 2nd Avenue  
Miami, FL 33130  
(305) 416-1800

*Counsel for Defendant*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:22-cv-24066-KMM

GRACE, INC., *et al.*,

*Plaintiffs,*

v.

CITY OF MIAMI,

*Defendant.*

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**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is entered into by Grove Rights and Community Equity, Inc. (“GRACE”), Engage Miami, Inc., the South Dade Branch of the NAACP, the Miami-Dade Branch of the NAACP, Clarice Cooper, Yanelis Valdes, Jared Johnson, Alexandra Contreras, and Steven Miro (collectively, the “Federal Plaintiffs”); the American Civil Liberties Union of Florida, Inc. (the “ACLU of Florida”); and the City of Miami (each a “Party” and together the “Parties”).

**RECITALS**

On March 24, 2022, the Miami City Commission adopted Resolution R-22-131 (the “2022 Plan”), redrawing the City Commission districts following the 2020 Census.

On December 15, 2022, the Federal Plaintiffs filed this Action (the “Federal Action”) against the City of Miami in the U.S. District Court for the Southern District of Florida (the “Federal Court”), alleging that the 2022 Plan violated the Equal Protection Clause of the Fourteenth Amendment.

On September 14, 2023, the ACLU of Florida filed an Action (the “State Action”) against the City of Miami in the Circuit Court of Florida’s Eleventh Judicial Circuit (the “State Court”), alleging that the 2023 Plan violated Florida’s Government in the Sunshine Law, Chapter 286, Florida Statutes.

On January 11, 2024, the Miami City Commission adopted Resolution R-24-1, amending the 2023 Plan by making a small change affecting two districts.

On April 10, 2024, following a bench trial, the Federal Court: (1) found all five districts in both the 2022 Plan and the 2023 Plan (including as amended by R-24-1) are unconstitutionally racially gerrymandered in violation of the Equal Protection Clause of the Fourteenth Amendment; (2) permanently enjoined the City of Miami and its officers and agents from enforcing the unconstitutional districts; (3) awarded each Federal Plaintiff nominal damages in the amount of \$1.00; and (4) retained jurisdiction to adjudicate the remedial phase of the case.

The Parties now wish to avoid the cost, risk, and uncertainty associated with further litigation, and seek to compromise and completely resolve both the Federal Action and the State Action.

## AGREEMENTS

**NOW, THEREFORE**, in consideration of the foregoing, and the following covenants, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** The Effective Date of this Agreement shall be after execution by all parties and the date on which the Agreement is approved by the Federal Court.

2. **City Approval.** This Agreement will be subject to approval (“City Approval”) by the City of Miami through the adoption of a resolution authorizing the City Manager to enter into a Settlement Agreement and negotiate and execute any and all necessary documents, in a form acceptable to the City Attorney, pursuant to the City Charter. In the event an appeal is taken of the City Approval, or an independent third-party action is filed challenging this Agreement, the Parties shall cooperate to the fullest extent allowed by law to sustain this Agreement and the transaction contemplated herein.

3. **Redistricting Plan.** The City agrees to employ “P5” as its redistricting plan for the City Commission, effective seven days after the Effective Date of this Agreement. Attached as **Exhibit 1** is a copy of the P5 map.

a. No special election is required due to the change in district boundaries caused by this Agreement.

b. Unless the number of commission districts changes or unless it is otherwise ordered by a court of law, the City will not redistrict until after the 2030 Census data is released.

c. No change in district boundaries caused by this Agreement that would affect the qualifications of any incumbent commissioner under Section 4(c) of the City Charter or Chapter 16 of the City Code will disqualify such incumbent commissioner during the term for which they are elected.

4. **Charter Amendment.** The City agrees to place a charter amendment on the November 2025 ballot, as follows:

**Title:** Proposed Charter Amendment to Establish a Citizens’ Redistricting Committee

**Ballot summary:** Amends the Charter to provide that City Commission districts may not be drawn with the intent to favor or disfavor a candidate or incumbent. Establishes a Citizens’ Redistricting Committee to draw districts after each census and when required by law. Provides process for the Redistricting Committee to propose redistricting plans to the City Commission for final action. Sets Redistricting Committee members’ qualifications, duties, term of office, and process for appointment and removal.

**Amendment Text:** Section 13 of the City Charter, “Redistricting,” is created to read:

(a) *Appointment.* There shall be a citizens' redistricting committee, which shall be empaneled in each year following the decennial census and at any other time redistricting is required by law. The city clerk shall develop and publish an application for members of the committee and set deadlines for the submission of applications, appointment of committee members, and development and proposal of plans pursuant to subsection (d). The city commissioners and the mayor shall each appoint one committee member.

(b) *Qualifications.* Each committee member shall be a city resident with an outstanding reputation of integrity, responsibility, and commitment to community service. No person may serve on the committee if they have, within two years from the date of application, held or been a candidate for elected office or been a registered lobbyist with the city. No person may serve on the committee if they or an immediate family member have, within two years from the date of application, served as an employee of the city commission, a city commissioner, or the mayor. For the purposes of this section, "immediate family" means a person's spouse or the parent, child, grandparent, grandchild, or sibling of the person or the person's spouse.

(c) *Tenure, Removal, and Vacancies.* Each committee member's term of office expires the later of (1) one year after the committee adopts a redistricting plan, or (2) when all pending legal challenges to the committee's redistricting plan are resolved. A committee member may be removed for good cause and after proper hearing by a three-fourths vote of either the committee or city commission. Vacancies shall be filled by the remaining committee members.

(d) *Duties.*

(1) The committee shall have the power to draw the city commission districts after each decennial census and at any other time required by law, pursuant to this section. The committee shall be staffed by the city attorney, city clerk, and any redistricting experts selected by the committee.

(2) The committee shall conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines. The committee shall solicit and accept input from the public as part of the drafting process.

(3) The committee shall propose one or more initial redistricting plans to the city commission. The city commission may (a) reject all initial plans and transmit its objections thereto to the committee, (b) adopt an initial plan without changes, (c) adopt an initial plan with changes, provided the changes do not move more than two percent of the population of any proposed district, or (d) after voting on each initial plan and rejecting them all, adopt its own plan by the vote of at least four city commissioners.

(4) If the city commission fails to adopt a redistricting plan pursuant to paragraph (3), the committee shall propose one or more revised redistricting plans to the city commission. The city commission may (a) accept a revised plan without changes, (b) adopt a revised plan with changes, provided the changes do not move more than two percent of the population of any proposed

district, or (c) after voting on each revised plan and rejecting them all, adopt its own plan by the vote of at least four city commissioners.

(e) *Standards for Districts*. No redistricting plan or district may be drawn with the intent to favor or disfavor a candidate or incumbent. This subsection shall apply to any districts drawn after it is approved by the voters.

5. **Federal Plaintiffs' Damages.** The City shall pay to each Federal Plaintiff the sum of \$1.00 in nominal damages. Payment shall be made to each Federal Plaintiff within 60 days of the Federal Court's approval of this Agreement.

6. **Plaintiffs' Attorneys' Fees and Costs.** The City shall pay to Plaintiffs the sum of \$1,583,031.35 in compromise and settlement of Plaintiffs' claims for attorneys' fees and costs incurred in the Federal Action and State Action, including all appellate proceedings. Payment shall be made to the American Civil Liberties Union Foundation of Florida, Inc. within 60 days of the Federal Court's approval of this Agreement. The Parties are otherwise responsible for their own attorneys' fees and costs. This settlement of fees and costs resolves all Parties' claims for fees and costs in the Federal Action, the State Action, and all associated appeals.

7. **Entry of Judgment.** The Parties request that the Federal Court enter a Final Judgment: (1) approving this Agreement; (2) ordering the City to implement "P5" as its redistricting plan including the provisions of Section 3 and Subsections 3(a), (b), and (c); (3) ordering the City to place a charter amendment on the November 2025 ballot as provided by Section 4; (4) ordering the City to pay Plaintiffs' damages as provided by Section 5; and (5) ordering the City to pay Plaintiffs' attorneys fees and costs as provided by Section 6.

8. **Dismissal of Federal Appeal.** Within five days of the Federal Court's approval of this Agreement, the City shall notice a Federal Rule of Appellate Procedure 42(b)(1) stipulated dismissal of its appeal in Case Nos. 23-12472 and 24-11550, pending in the U.S. Court of Appeals for the Eleventh Circuit.

9. **Dismissal of State Action.** Within five days of the Federal Court's approval of this Agreement, the ACLU of Florida shall notice a Florida Rule of Civil Procedure 1.420(a)(1)(A) dismissal with prejudice of the State Action, with each party to bear its own fees and costs except as provided by Section 6.

10. **Approval by Federal Court.** The Federal Plaintiffs and the City shall seek Federal Court approval of this Agreement through a joint motion. If the Federal Court does not approve all terms in this Agreement, this Agreement shall terminate and be of no further force or effect, and the Parties will return to their respective positions as they existed immediately prior to the execution of this Agreement.

11. **Mutual Release.** Upon Federal Court approval of this Agreement, each of the Parties, on their own behalf and on behalf of their respective officers, representatives, assigns, predecessors, successors, agents, and attorneys (each a "Releasing Party"), shall release, remise, and discharge the other Party and such Party's present and former officers, agents, representatives, assigns, predecessors, successors, affiliates, and attorneys (each a "Released Party"), from and of any and all claims, demands, actions, causes of action, suits, sums of money, and promises, of

every kind and nature, in law or in equity, whether sounding in tort or otherwise, that were brought in the Litigation and related appellate proceedings. Each of the Releasing Parties shall also release, remise, and discharge each Released Party from and of any and all claims, demands, actions, causes of action, suits, sums of money, and promises, of every kind and nature, in law or in equity, whether sounding in tort or otherwise, whether or not they have been subject to dispute, and whether known or unknown to the Releasing Party, which each Releasing Party had, now has, or may have hereafter against each Released Party by reason of any fact, event, act, matter, cause, or thing whatsoever, arising from, or related to the redistricting in the 2022 Plan, 2023 Plan, and Resolution R-24-1.

12. **Representation of Authority.** The Parties represent and warrant to each other: that they have had the assistance and advice of counsel and are fully aware of and have been fully advised of the terms, conditions and consequences of this Agreement; that an individual who executes this Agreement on behalf of an organizational Party is authorized to sign this Agreement for and bind that Party; that all requisite approvals for authority have been obtained or granted; that the Party owns and has not sold, pledged, hypothecated, assigned, or transferred any of the claims, actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, guarantees, obligations, responsibilities, liens, expenses, costs, or attorneys' fees released within this Agreement; and no trustee, assignee, affiliate, or creditor owns or has any interest in these claims or the Litigation.

13. **Counterparts and Facsimile Signatures.** This Agreement and any amendments hereto may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement or the amendment, as applicable. For purposes of this Agreement and any amendment hereto, a facsimile copy of a Party's signature (including a copy transmitted by email in PDF or similar format) or insertion of electronic signature shall be deemed an original and shall be sufficient to bind such Party.

14. **Integration.** Each Party warrants that no promise, inducement, or agreement not expressed in this Agreement has been made in connection with the Agreement. The Agreement constitutes the entire understanding between the Parties with respect to their subject matter and supersede and replace all prior negotiations or proposed agreements, and all prior representations, warranties, statements, promises and understandings, written or oral, between the Parties with respect to the subject matter of the Actions, related appeals, and the Agreements. After City Approval, the Agreement may not be amended, supplemented, or otherwise modified except by a written instrument executed by each of the Parties as described above.

15. **Further Assurances.** The Parties agree to execute such other documents and take such further actions as may be reasonably necessary to carry out the purpose and terms of this Agreement, with each Party paying its own costs and attorney's fees associated therewith. This provision will survive the Court's acceptance of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth below.



Reynold Martin Chair  
Grove Rights and Community Equity, Inc.

Date: June 6, 2024

By: Reynold Martin, Chair

Rebecca Pelham  
Engage Miami, Inc.

Date: June 5, 2024

By: Rebecca Pelham, Executive Director

Carolyn Donaldson, Executive Committee Member at-Large Date: June 4, 2024  
South Dade Branch of the NAACP

By: Carolyn Donaldson

Daniella Pierre  
Miami-Dade Branch of the NAACP

Date: June 5, 2024

By: Daniella Pierre, Branch President

Clarice Cooper  
Clarice Cooper

Date: JUNE 6, 2024

Yanelis Valdes  
Yanelis Valdes

Date: 6/4/2024

Jared Johnson  
Jared Johnson

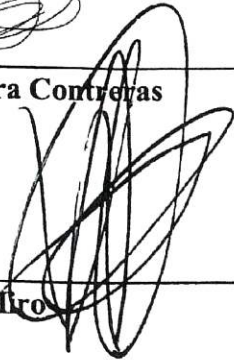
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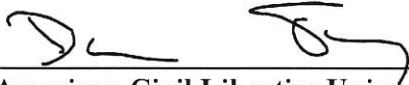
Alexandra Contreras

Date: June 5, 2024



Steven Miro

Date: 6.5.24



American Civil Liberties Union of Florida, Inc.

Date: 6/4/2024

By: Daniel Tilley, Legal Director, ACLU-FL

**CITY OF MIAMI, a Florida Municipal Corporation:**

By:   
Arthur Noriega V, City Manager


Date: 6/7/24

**Attest:**

By:   
Todd B. Hannon, City Clerk

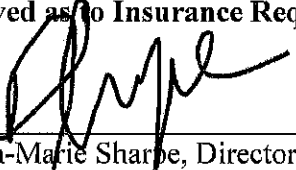
Date: 6/7/2024

**Approved as to Form and Correctness:**

By: George K. Wysong III  
George K. Wysong III #22-3463  
City Attorney 

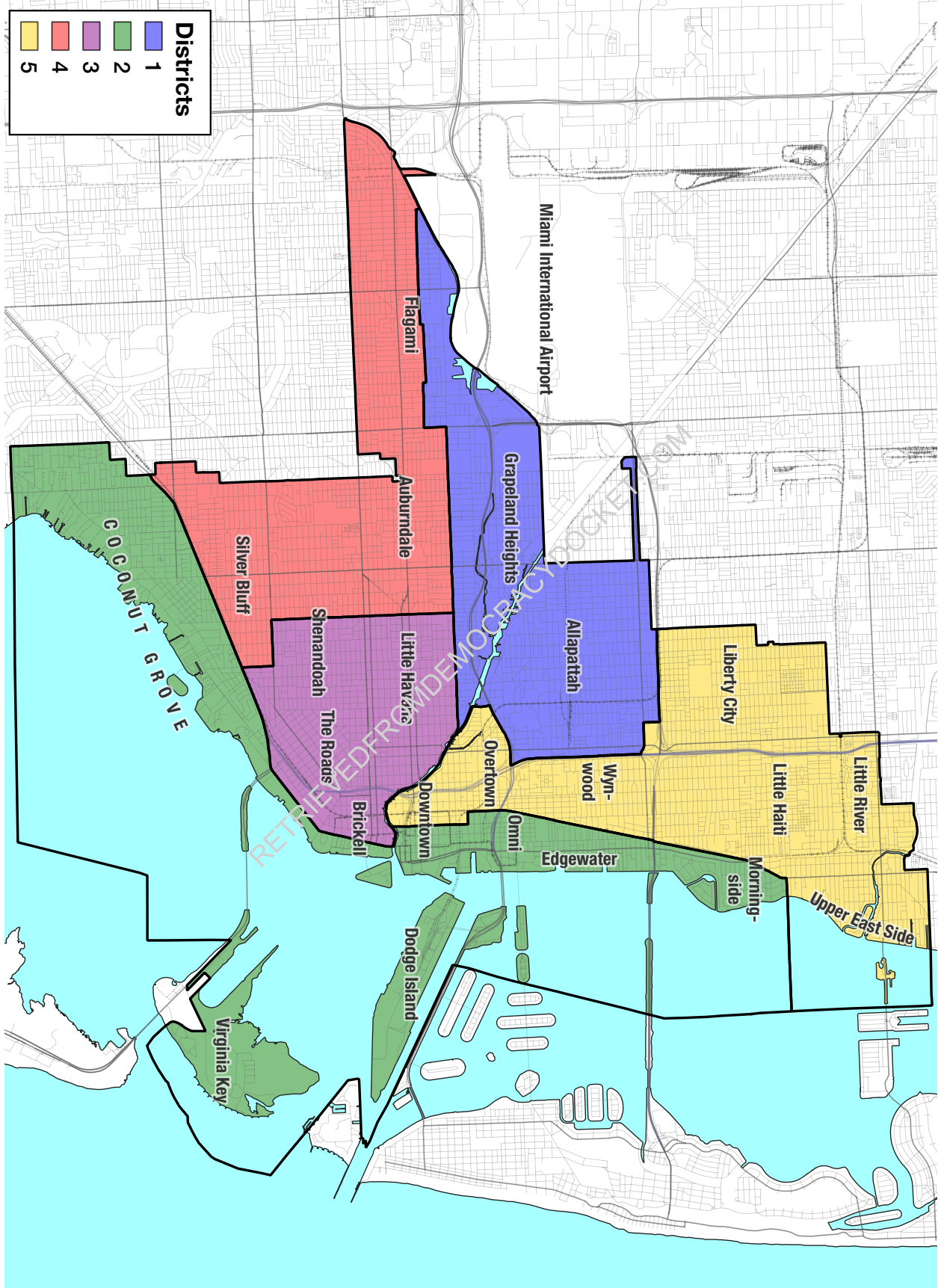
Date: June 7, 2024

Approved as to Insurance Requirements:

By:   
Ann-Marie Sharpe, Director of  
Risk Management

Date: June 7, 2024

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# City of Miami

## Resolution R-24-0205

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

### Legislation

**File Number: 15985**

**Final Action Date: 5/23/2024**

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A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AGREEMENT AND NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR THE PURPOSES STATED THEREIN; FURTHER AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT, IN THE AMOUNT OF ONE DOLLAR (\$1.00) IN NOMINAL DAMAGES TO THE PLAINTIFFS, AND IN THE AMOUNT OF ONE MILLION FIVE HUNDRED EIGHTY-THREE THOUSAND THIRTY ONE DOLLARS AND THIRTY FIVE CENTS (\$1,583,031.35) FOR ATTORNEYS FEES AND COSTS, WITHOUT ADMISSION OF LIABILITY, IN FULL AND COMPLETE SETTLEMENT OF ANY AND ALL CLAIMS AND DEMANDS, INCLUDING ALL CLAIMS FOR ATTORNEYS' FEES, AGAINST THE CITY OF MIAMI ("CITY") AND ITS OFFICERS, AGENTS, AND EMPLOYEES IN THE CASES STYLED GRACE, INC.; ENGAGE MIAMI, INC.; SOUTH DADE BRANCH OF THE NAACP; MIAMI-DADE BRANCH OF THE NAACP; CLARICE COOPER; JARED JOHNSON; YANELIS VALDES; ALEXANDRA CONTRERAS; AND STEVEN MIRO V. CITY OF MIAMI, CASE NO. 1:22-CV-24066-KMM, PENDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, CITY OF MIAMI V. GRACE, INC.; ENGAGE MIAMI, INC.; SOUTH DADE BRANCH OF THE NAACP; MIAMI-DADE BRANCH OF THE NAACP; CLARICE COOPER; JARED JOHNSON; YANELIS VALDES; AND ALEXANDRA CONTRERAS, CASE NO. 23-12472, PENDING IN THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT, AND AMERICAN CIVIL LIBERTIES UNION OF FLORIDA, INC. V. CITY OF MIAMI, CASE NO. 2023-023038-CA-01, CURRENTLY PENDING IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA; ALLOCATING FUNDS FROM ACCOUNT NO. 00001.980000.531010.0.0; FURTHER ACCEPTING THE BOUNDARIES OF EACH DISTRICT AS SET FORTH IN "EXHIBIT A," ATTACHED AND INCORPORATED, WHICH SHALL BECOME EFFECTIVE SEVEN (7) DAYS AFTER THE SETTLEMENT IS APPROVED BY THE COURT, WHICH APPROVAL SHALL INCLUDE A DECREE THAT NO CHANGE IN DISTRICT BOUNDARIES CAUSED BY THIS RESOLUTION THAT WOULD AFFECT THE QUALIFICATIONS OF ANY INCUMBENT COMMISSIONER UNDER SECTION 4(C) OF THE CITY CHARTER OR CHAPTER 16 OF THE CITY CODE WILL DISQUALIFY SUCH INCUMBENT COMMISSIONER DURING THE TERM FOR WHICH THEY ARE ELECTED; FURTHER DIRECTING THE CITY ATTORNEY TO TIMELY PREPARE AN AMENDMENT TO THE CHARTER OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CHARTER"), PURSUANT TO THE TIME FRAMES PROVIDED IN SECTION 2-64 OF THE CODE OF THE CITY OF MIAMI,

FLORIDA, AS AMENDED, FOR CONSIDERATION AT A REFERENDUM SPECIAL ELECTION TO BE HELD CONCURRENTLY WITH THE GENERAL MUNICIPAL ELECTION SCHEDULED FOR NOVEMBER 2025, PROPOSING, UPON APPROVAL OF THE ELECTORATE, TO ESTABLISH A NEW SECTION 13 OF THE CHARTER, TITLED " REDISTRICTING," TO ESTABLISH A CITIZENS' REDISTRICTING COMMITTEE AND PROVIDING FOR AN APPOINTMENT PROCESS, QUALIFICATIONS FOR MEMBERSHIP, TENURE, REMOVAL AND VACANCIES, DUTIES, AND PROVIDING FOR STANDARDS FOR ESTABLISHING DISTRICT BOUNDARIES; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 24, 2022, the Miami City Commission adopted Resolution R-22-0131 (the "2022 Plan"), redrawing the City Commission districts following the 2020 Census; and

WHEREAS, on December 15, 2022, Grove Rights and Community Equity, Inc. ("GRACE"), Engage Miami, Inc., the South Dade Branch of the NAACP, the Miami-Dade Branch of the NAACP, Clarice Cooper, Yanelis Valdes, Jared Johnson, Alexandra Contreras, and Steven Miro (collectively, "Federal Plaintiffs") filed GRACE, Inc.; Engage Miami, Inc.; South Dade Branch of the NAACP; Miami-Dade Branch of the NAACP; Clarice Cooper; Jared Johnson; Yanelis Valdes; and Alexandra Contreras vs. City of Miami, Case No. 1:22-CV-24066-KMM, ("Federal Action") against the City of Miami ("City") in the U.S. District Court for the Southern District of Florida (the "Federal Court"), alleging that the 2022 Plan violated the Equal Protection Clause of the Fourteenth Amendment; and

WHEREAS, on May 23, 2023, the Federal Court preliminarily enjoined the City from enforcing the 2022 Plan; and

WHEREAS, on June 14, 2023, the Miami City Commission adopted Resolution R-23-0271 ("2023 Plan"), another plan for the City Commission districts; and

WHEREAS, on July 30, 2023, the Federal Court issued its order on interim remedy, sustaining the Federal Plaintiffs' objections to the 2023 Plan and adopting Plaintiffs' P4 plan as the Federal Court's interim remedy pending final judgment; and

WHEREAS, on July 30, 2023, the City appealed the Federal Court's interim remedial order, City of Miami v. GRACE, Inc.; Engage Miami, Inc.; South Dade Branch of the NAACP; Miami-Dade Branch of the NAACP; Clarice Cooper; Jared Johnson; Yanelis Valdes; and Alexandra Contreras, Case No. 23-12472 ("Federal Appeal"); and

WHEREAS, on September 14, 2023, the American Civil Liberties Union of Florida, Inc. (the "ACLU of Florida") filed a new lawsuit, American Civil Liberties, Union of Florida, Inc. vs. City of Miami, Case No. 2023-023038-CA-01 ("State Action"), against the City in the Circuit Court of Florida's Eleventh Judicial Circuit ( "State Court"), alleging that the 2023 Plan violated Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes; and

WHEREAS, on January 11, 2024, the Miami City Commission adopted Resolution R-24-0001, amending the 2023 Plan by making a small change affecting two districts; and

WHEREAS, on April 10, 2024, following a bench trial, the Federal Court: (1) found all five (5) districts in both the 2022 Plan and the 2023 Plan (including as amended by R-24-0001) are unconstitutionally racially gerrymandered in violation of the Equal Protection Clause of the



Fourteenth Amendment; (2) permanently enjoined the City of Miami and its officers and agents from enforcing the unconstitutional districts; (3) awarded each Federal Plaintiff nominal damages in the amount of \$1.00; and (4) retained jurisdiction to adjudicate the remedial phase of the case;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section and represent findings of the City Commission.

Section 2. The City Commission hereby authorizes<sup>1</sup> the City Manager to enter into a Settlement Agreement and negotiate and execute any and all necessary documents, in a form acceptable to the City Attorney, for the purposes stated herein.

Section 3. The City Commission hereby authorizes<sup>1</sup> the Director of Finance to make payments, in the amount of one dollar (\$1.00), in nominal damages to the Plaintiffs, and in the amount of one million five hundred eighty three thousand thirty one dollars and thirty five cents (\$1,583,031.35), for attorneys' fees and costs, without admission of liability, in full and complete settlement of any and all claims and demands, including all claims for attorneys' fees, against the City and its officers, agents, and employees in the cases styled GRACE, Inc.; Engage Miami, Inc; South Dade Branch of the NAACP; Miami-Dade Branch of the NAACP; Clarice Cooper; Jared Johnson; Yanelis Valdes; Alexandra Contreras; and Steven Miro vs. City of Miami, Case No. 1:22-CV-24066-KMM, pending in the United States District Court for the Southern District of Florida, City of Miami v. GRACE, Inc.; Engage Miami, Inc; South Dade Branch of the NAACP; Miami-Dade Branch of the NAACP; Clarice Cooper; Jared Johnson; Yanelis Valdes; and Alexandra Contreras, Case No. 23-12472, pending in the United States Court of Appeals for the Eleventh Circuit, and American Civil Liberties, Union of Florida, Inc. vs. City of Miami, Case No. 2023-023038-CA-01, currently pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Section 4. Further allocating funds from Account No. 00001.980000.531010.0.0 for payment pursuant to the Settlement Agreement.

Section 5. The City Commission officially accepts the boundaries of each City Commission District as set forth in "Exhibit A," attached and incorporated. These boundaries shall become effective seven (7) days after the Settlement is approved by the Court, which approval shall include a decree that no change in district boundaries caused by this Resolution that would affect the qualifications of any incumbent commissioner under Section 4(c) of the City Charter or Chapter 16 of the City Code will disqualify such incumbent commissioner during the term for which they are elected.

Section 6. The City Attorney is hereby directed to timely prepare an amendment to the Charter, pursuant to the time frames provided in Section 2-64 of the City Code for consideration at the referendum special election to be held concurrently with the general municipal election scheduled for November 2025, proposing, upon approval of the electorate, to establish a new Section 13 of the Charter, titled "Redistricting," to establish a Citizens Redistricting Committee

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<sup>1</sup> The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to, those prescribed by applicable City Charter and City Code provisions.

and providing for an appointment process, qualifications for membership, tenure, removal and vacancies, duties, and providing for standards for establishing district boundaries.

Section 7. This Resolution shall become effective immediately upon adoption and signature by the Mayor.<sup>2</sup>

APPROVED AS TO FORM AND CORRECTNESS:

  
George K. Wysocki III, City Attorney 4/30/2024

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<sup>2</sup> If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

