

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF HIALEAH &**  
**FRATERNAL ORDER OF POLICE, LODGE NO. 12**  
**REGARDING COVID-19 PANDEMIC – TEMPORARY 1% HAZARDOUS PAY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between City of Hialeah (“CITY”) and Fraternal Order of Police, Lodge No.12 (“UNION”), collectively referred to herein as “PARTIES.”

WHEREAS, in March of 2020, the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), H.R. 748, was passed by the 116<sup>th</sup> U.S. Congress and signed into law by President Donald Trump;

WHEREAS, the CARES Act provided certain economic stimulus to the States and Local Governments;

WHEREAS, Miami-Dade County received CARES Act monies and allocated monies to local municipalities;

WHEREAS, Miami-Dade County Mayor Carlos A. Gimenez notified the CITY via a letter dated July 29, 2020 of a temporary 1% percent hazardous pay for first responders/public safety personnel;

WHEREAS, the City entered into an Interlocal Agreement for Federally-Funded Subaward with Miami-Dade County, including a 1% hazardous pay;

WHEREAS, the temporary 1% hazardous pay shall be effective from March 1, 2020 through December 30, 2020; shall be on “base pay” for actual/physical hours worked (excludes vacation, sick, compensatory time but it does include any time out of work due to COVID-19 quarantine), shall be non-pensionable, and is subject to applicable federal income taxes;

WHEREAS, Miami-Dade County will provide the monies for the 1% hazardous pay in various reporting periods; and

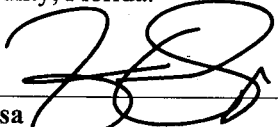
NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the following is hereby agreed between CITY and UNION:

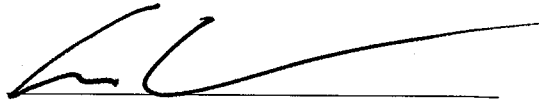
1. Sworn police personnel shall receive a temporary 1% hazardous pay on base pay for actual/physical hours worked (excludes vacation, sick, compensatory time but it does include any time out of work due to COVID-19 quarantine), for the performance of their duties substantially dedicated to responding to the COVID-19 public health emergency, effective from March 1, 2020 through December 30, 2020, subject to applicable federal income taxes. The 1% pay adjustment shall not be included in pensionable pay. No portion of this 1% hazardous pay shall be used to compute any leave time banks or separations pays.
2. The CITY will pay sworn police personnel the temporary 1% hazardous pay as follows: (1) a check for the period of March 1, 2020 through August 31, 2020, or through the effective date of this MOU, whichever is earlier and (2) on a bi-weekly basis thereafter until December 30, 2020 for the performance of their duties substantially dedicated to responding to the COVID-19 public health emergency as provided in Paragraph 1. The parties further agree that questions concerning individual eligibility for the 1% hazard pay shall be presented to the Mayor and shall not be subject to a grievance or arbitration under the collective bargaining agreement or any other challenge under the law.
3. The UNION understands that the 1% hazardous pay is subject to receiving the funds from Miami-Dade County pursuant to its terms and conditions. The Union agrees that (1) if funding is not provided by the County to the City, or (2) if Miami-Dade County or the Federal Government at any time after payment is made to sworn police personnel, Miami-Dade County or the Federal Government demands reimbursement of any portion of the 1% pay adjustment for whatever reason from the City, the City shall deduct such pay from all eligible sworn personnel who received the 1% pay adjustment until all funds have been recouped and reimbursed to Miami-Dade County and this MOU shall be null and void. The affected sworn

personnel will be placed on a pay-plan agreement and have a minimum of \$20.00 deduction or as agreed to by the affected personnel and the Human Resource Department, until all funds are paid.

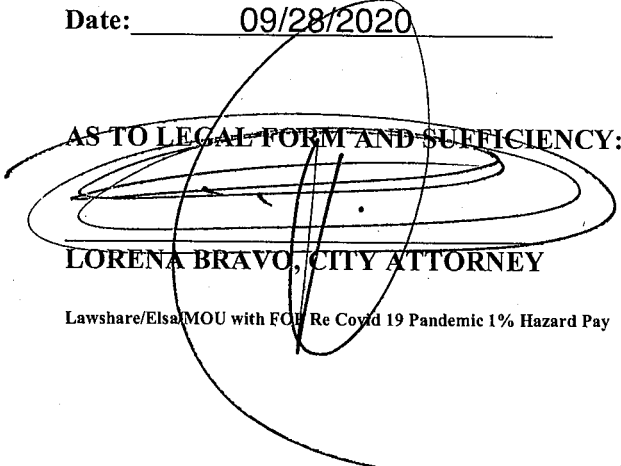
4. This MOU constitutes the entire understanding and agreement between the PARTIES can be modified, amended, or revoked only by written consent of both PARTIES.
5. This MOU shall be interpreted pursuant to the laws of the State of Florida.

THIS MOU is executed by and between the parties on the dates and times as referenced below, in Miami-Dade County, Florida.

  
\_\_\_\_\_  
**Marlon Espinosa**  
FOP Union President  
Date: 09/28/2020

  
\_\_\_\_\_  
**Carlos Hernandez, Mayor**  
Date: 9/29/2020

~~AS TO LEGAL FORM AND SUFFICIENCY:~~

  
\_\_\_\_\_  
**LORENA BRAVO, CITY ATTORNEY**

Lawshare/Elsa MOU with FOP Re Covid 19 Pandemic 1% Hazard Pay