

**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

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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.

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
South Dade Branch of the NAACP

Date: June 4, 2024

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

Date: 06/06/2024



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

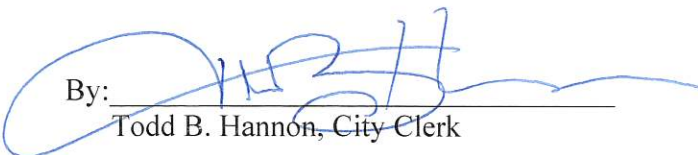
CITY OF MIAMI, a Florida Municipal Corporation:

By: 

Arthur Noriega V, City Manager

Date: 6/7/24

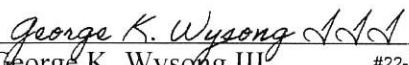
Attest:


By: 

Todd B. Hannon, City Clerk

Date: 6/7/2024

Approved as to Form and Correctness:

By: 

George K. Wysong III #22-3463
City Attorney 

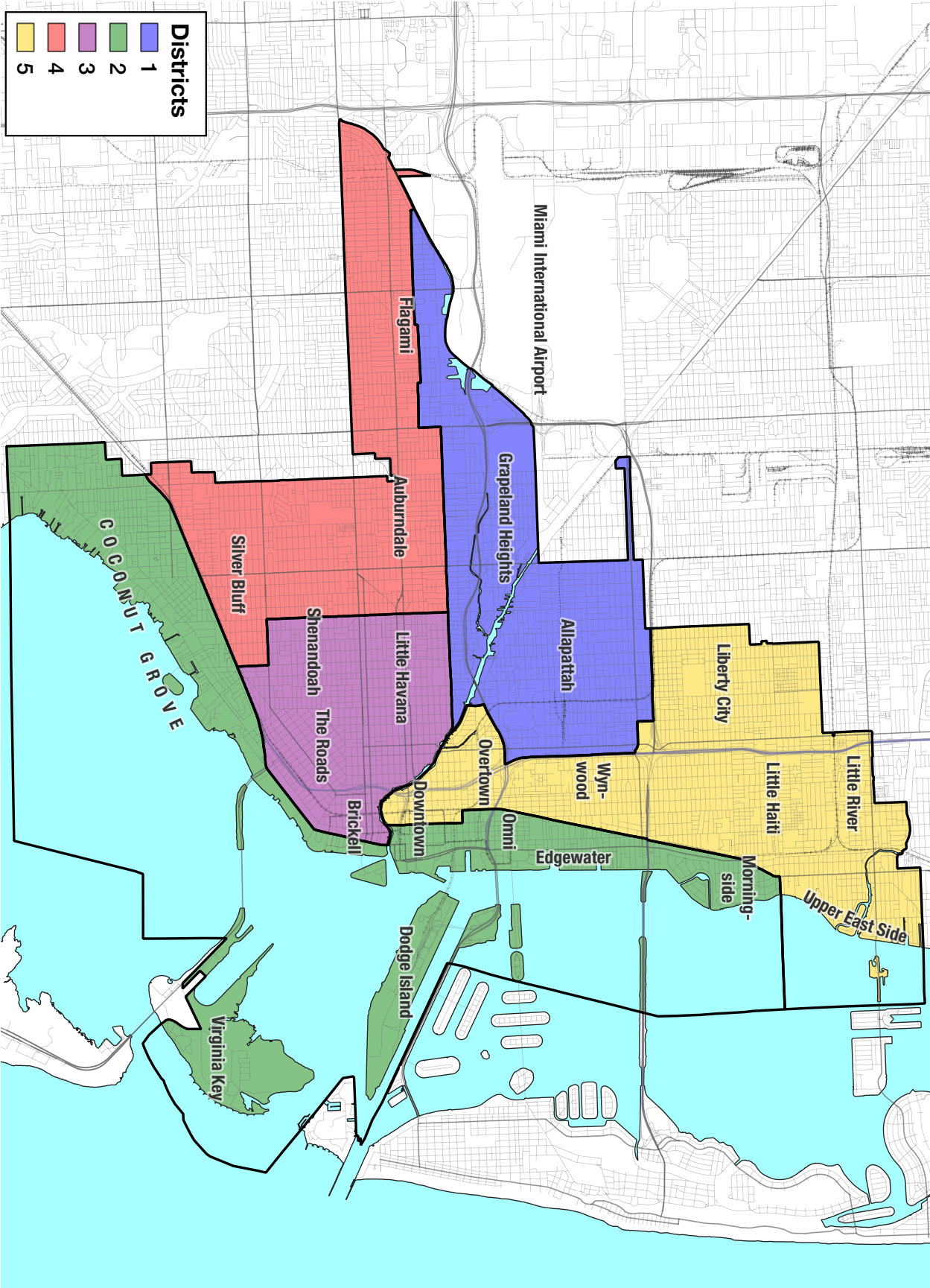
Date: June 7, 2024

Approved as to Insurance Requirements:

By: 

Ann-Marie Sharpe, Director of
Risk Management

Date: June 7, 2024





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

*

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 authorizes¹ 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 authorizes¹ 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

¹ 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.

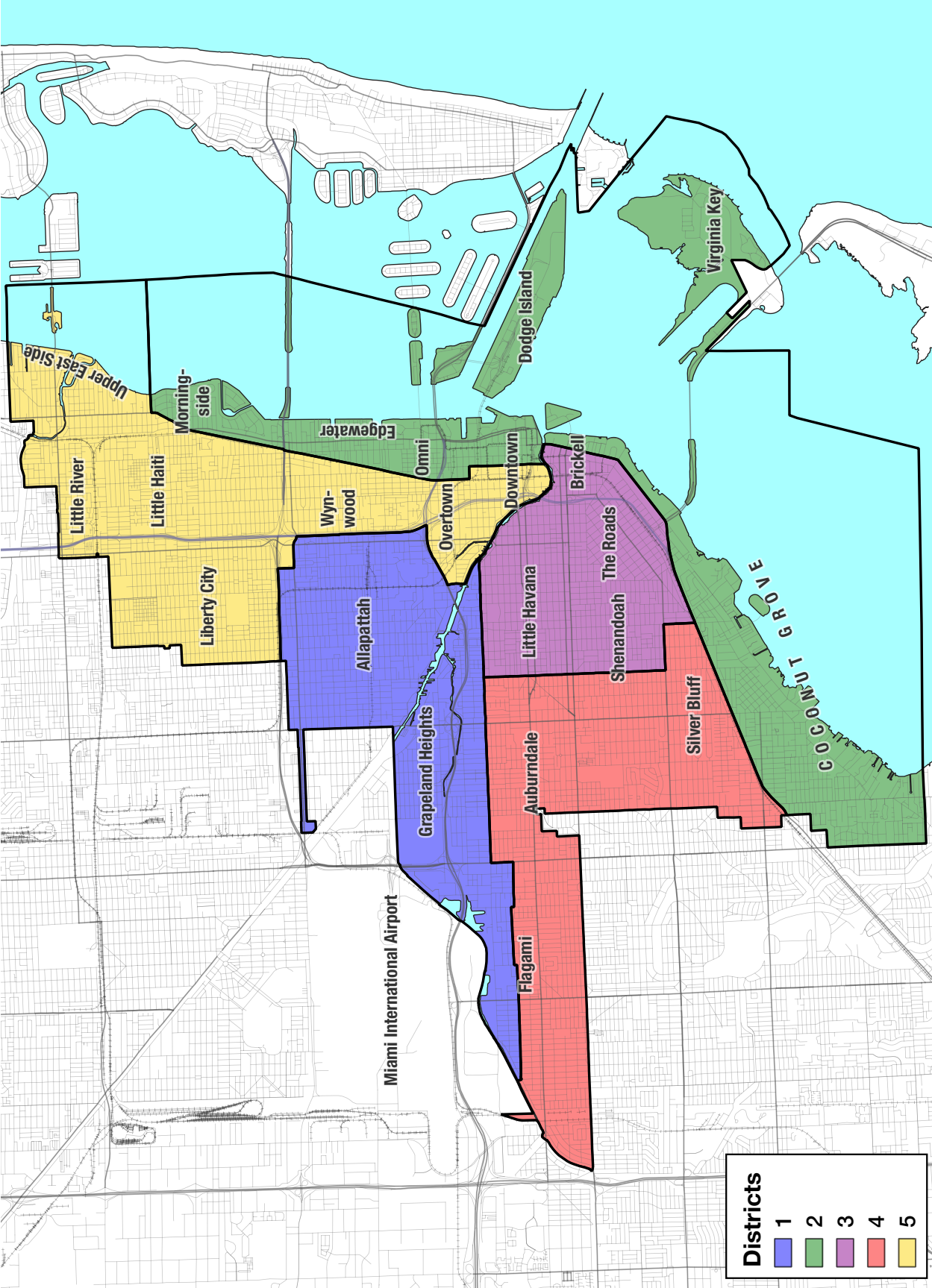
and providing for an appointment process, qualifications for membership, tenure, removal and vacancies, duties, and providing for standards for establishing district boundaries.

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

APPROVED AS TO FORM AND CORRECTNESS:


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

² 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.



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

EDWARD JAMES, et al.,

Plaintiffs,

vs.

Case No. 79-1031-Civ-T-GC

CITY OF SARASOTA, FLORIDA,
et al.,

Defendants.

O R D E R

The defendants in this case, conceding that Sarasota's current plan for city council does not comport with constitutional and statutory voting rights law,¹ agreed to revise the mode of elections in order to comply with the law. The Court subsequently Ordered all parties to confer in an attempt to reach agreement on an election plan. However, the parties were not able to agree on a plan and consequently they have submitted separate plans to the Court.

The plaintiffs' proposed plan would divide Sarasota into five, single member, council districts. One council district

^{1/} Sarasota currently has a five person city council. All members of the council are elected at large by the city's entire populace.

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MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

would encompass almost the entire black population of Sarasota and the resulting district would be approximately 82% black and 18% white. As Sarasota's entire black population would be placed into one district, the other four council districts would be approximately 100% white. The plaintiffs argue that its plan is necessary in order to ensure minority representation on the city council.

The defendants' plan, like the plaintiffs' plan, would retain the five person city council but would divide the council into three single member residency districts with two other council members being elected at-large by the city's entire population. Under the defendants' plan, black citizens of Sarasota would comprise approximately 48% of one residency district and the other two residency districts would be 100% white.²

The defendants first request that the Court approve the defendants' proposal to submit both their plan and the plaintiffs' plan to a referendum before the voters of Sarasota. The defen-

^{2/} It is noted that the black population of Sarasota lives almost exclusively in the racially identifiable and physically distinct section of Sarasota called "Newtown". Thus, although at first appearance, both plans may seem to gerrymander Sarasota's black population into all black or semi-black districts, the geographical unity of the black population is the cause of its inclusion into a single district.

dants would then implement the election plan chosen by the voters. The plaintiffs oppose the defendants' election plan and argue that regardless of how it is approved, i.e., with a referendum or simply by judicial decree, the plan is inadequate to remedy the defendants' past voting rights abuses. The plaintiffs request that the Court institute their plan without referendum.

"Redistricting and reapportioning legislative bodies is a legislative task which the federal courts should make every effort not to pre-empt." Wise v. Lipscomb, 437 U.S. 535, 539 (1978) (citations omitted). Because reapportionment is more properly a legislative function, greater latitude will be given to reapportionment plans drawn by "legislative" bodies as opposed to judicially imposed plans.³ Determining if a plan is legislatively

^{3/} Absent special circumstances, judicially imposed election plans should include only single member districts and have no provision for at-large elections. Conor v. Johnson, 431 U.S. 407 (1977). "Multimember districting can contribute to voter confusion, make legislative representatives more remote from their constituents, and tend to submerge electoral minorities and overrepresent electoral majorities . . ." Id. at 415. Thus, if a federal court must redistrict because the local governing body can not, or will not do so, "lacking the political authoritativeness that the legislature can bring to the task," the Court must act 'circumspectly and in a manner free from any taint of arbitrariness or discrimination.'" Wise v. Lipscomb, 437 U.S. 535, 541 (1978) (citations omitted). Consequently, judicially imposed plans usually do not provide for multimember district elections.

enacted is sometimes problematic. See Wise v. Lipscomb, supra. However, in the instant case the defendants propose submitting their plan and the plaintiffs' plan to a referendum. The plan chosen by the majority of voters in Sarasota will be implemented by the defendants. Sarasota is a charter municipality as established by Article VIII, §2(b) of the Florida Constitution and is governed by the Florida Municipal Home Rule Powers Act, Fla. Stat. 166.021. That section provides that "the terms of elected officers and the manner of their election cannot be changed without approval by referendum of the electors." Sarasota's present at-large election scheme is written into the city's charter. The city council formulated its plan without Court direction and the city proposes to submit its plan and the plaintiffs' plan to a referendum. Under these facts the Court concludes that as a matter of law, whichever plan is adopted by the voters of Sarasota will be a legislatively enacted plan.⁴ Wise v. Lipscomb, supra;

^{4/} In light of the defendants' willingness to submit the competing plans to a referendum, the Court sees no reason to address the defendants' alternative argument that even without approval by a referendum, its plan is legislatively enacted.

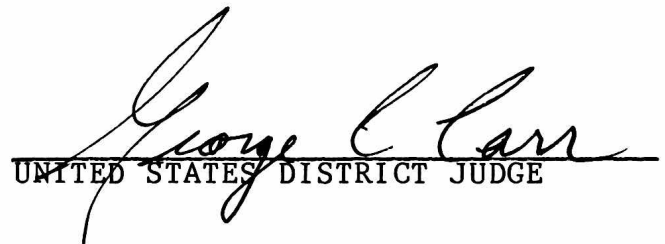
McMillan v. Escambia County Fla., 688 F.2d 960, 970-71 (11th Cir. 1982).

The plaintiffs extensively argue that the defendants' election plan, even if legislatively adopted, will not cure the evils of the defendants' past election scheme. However, as both plans will be submitted to Sarasota's electorate, it would be premature for the Court at this time to rule on that issue. The plaintiffs' plan could very well be chosen by the voters of Sarasota and the Court will defer ruling on an issue involving questions of constitutional law until that issue is squarely before it. Ashwander v. Tennessee Valley Authority, 297 U.S. 288, 347 (1936) (Brandeis, J., dissenting). The Court will note, however, that the plaintiffs are incorrect when they submit that the plan approved by the referendum must "cure" past wrongs incurred because of the defendant's use of their present plan. The only requirement of the referendum approved plan is that it be a constitutionally valid exercise of the legislative power to reapportion voting districts. See Wise v. Lipscomb, supra. This is a much different standard than the one suggested by the plaintiff which would require the Court to make findings of fact regarding the motivation, effect

and remedy for the defendants' present election scheme.⁵

In conclusion, the Court agrees with the defendants' proposal to submit the two competing plans to a voter referendum. Accordingly, the Court requests the defendants to make preparations to place the election plan issue on the November, 1983 ballot. The defendants should confer with the plaintiffs on the wording of the referendum. Disputes arising from the wording of the referendum or any other issue connected with the election plan referendum should be submitted to the Court.

DONE AND ORDERED in Chambers in Tampa, Florida, this 2nd day of September, 1983.


UNITED STATES DISTRICT JUDGE

5/ The Court notes that Sarasota's city council conceded in its March 8, 1983 resolution that the council's at-large election scheme was unlawful. The defendants, therefore, agreed to change the election scheme to comport with the requirements of the law. Because the city voluntarily decided to change its election scheme, the Court has made no factual findings or conclusions of law with regard to the constitutionality of the defendants' present election scheme. The Court will avoid making such findings provided the plan approved in the referendum is constitutional.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

AMOS BELLAMY, TOMMY B. WILLIAMS,
WILLIE E. JOHNSON, CHARLIE MAE
MILLER, ESSIE MAE ANDERSON, LILLIE
M. JONES, LESSIE M. JOHNSON, MERY
ANN JONES, ANNIE LEE PIGFORD,
SHIRLEY G. CURRY, VELETA CURRY,
E. K. "JACK" SCOTT, RANDOLPH
WOODFAULK, and WALLACE NESBITT, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

CIVIL ACTION NO.
TCA 83-7125-MMP

CITY OF PERRY, FLORIDA; J. C.
YARBROUGH, JR., Mayor of the City of
Perry, Florida; City Councilmen: JOSEPH
A. NOLA, THOMAS A. DEMPS, T. ANDERSON
BORDOIN, JR. and R. BYRUM WHITFIELD,
their successors and agents, all in
their official capacities,

Defendants.

FINAL JUDGMENT

On April 29, 1983, the above named Plaintiffs filed their
Complaint against the above named Defendants alleging that
at-large city-wide voting for members of the City of Perry
Council under the Council form of government of the City of

1983 DEC -5 PM 3:44

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Perry excludes black representation and participation and minimizes and cancels out black voting strength in violation of their rights secured by the Voting Rights Act of 1965, as amended, Pub. L. No. 97-205, §3, 96 Stat. 134 (1982), amending 42 U.S.C. §1973, et seq. (hereafter "Voting Rights Act").

The Court, having reviewed the status of this action, and being aided by the recommendations of the Plaintiffs' and Defendants' counsel, and being of the opinion that the best interest of all the parties and all the citizens of Perry, Florida, would be served by approving the Final Judgment, and the Court having reviewed the Final Judgment tendered by Plaintiffs' and Defendants' counsel, finds that said Judgment was entered into voluntarily by the parties, and that it should be approved.

IT IS THEREFORE, ADJUDGED AND DECREED AS FOLLOWS:

1. This decree extends to all issues set forth in the Complaint in this matter and to the class of Plaintiffs defined as all black residents of the City of Perry, Florida.
2. This Court has jurisdiction over the subject matter of this action and the parties thereto.
3. That due to a series of factors including a history of official racial discrimination within the City of Perry and the State of Florida and racially polarized voting in elections within the City of Perry, the at-large election system for the City of Perry City Council has had the effect

of denying the black citizens of the City of Perry an equal opportunity to participate in the political process and elect candidates of their own choice in violation of Plaintiffs' rights under the Voting Rights Act.

4. Defendants are enjoined from providing municipal at-large elections in a racially discriminatory manner in violation of Plaintiffs' rights under the Voting Rights Act.

5. The attached "Election Plan", Appendices 1 through 4, sets forth the mechanism and plan for the City of Perry, Florida, to conduct municipal elections for the members of the City Council in accordance with the Voting Rights Act. Therefore, the Court finds that the "Election Plan" as submitted is a proper remedy in this action, and is adopted and incorporated by reference into this Final Judgment as attached.

6. As the prevailing party in this action, Plaintiffs are entitled, pursuant to the Civil Rights Attorney Fees Awards Act of 1976, 42 U.S.C. §1988, to an award of attorney fees and litigation expense reimbursement.

Plaintiffs shall file with the Court within twenty (20) days from the issuance of the Court's Final Judgment appropriate fee/expense submissions and accompanying memoranda as to this issue. Defendants shall respond within thirty (30) days from Plaintiffs' filing. The Court shall then enter appropriate Order granting Plaintiffs' attorney fees and litigation expenses consistent with the parties' submissions.

7. That upon entry of the Order on Plaintiffs' fee award, this litigation shall be terminated and the action dismissed.

ORDERED AND ADJUDGED this 5th day of December, 1983.


UNITED STATES DISTRICT JUDGE

Copies furnished to:

LIPMAN & WEISBERG

ISADORE ROMMES

ARTICLE

City of Ontario

1. The City of Ontario

2. The City of Ontario's Population and
Voting Registration by District

3. Description of Section Plan

4. The City of Ontario's Land Use and
Zoning Ordinance with Plans, Maps and
Appendices 1 through 3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION

AMOS BELLAMY, TOMMY B. WILLIAMS,
WILLIE E. JOHNSON, CHARLIE MAE
MILLER, ESSIE MAE ANDERSON, LILLIE
M. JONES, LESSIE M. JOHNSON, MERY
ANN JONES, ANNIE LEE PIGFORD,
SHIRLEY G. CURRY, VELETA CURRY,
E. K. "JACK" SCOTT, RANDOLPH
WOODFAULK, and WALLACE NESBITT, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

CIVIL ACTION NO.
TCA 83-7125-MMP

CITY OF PERRY, FLORIDA; J. C.
YARBROUGH, JR., Mayor of the City of
Perry, Florida; City Councilmen: JOSEPH
A. NOLA, THOMAS A. DEMPS, T. ANDERSON
BORDOIN, JR. and R. BYRUM WHITFIELD,
their successors and agents, all in
their official capacities,

Defendants.

APPENDIX

Table of Contents

1. Map of Election Districts
2. Demographic Data Reflecting Population and
Voter Registration by District
3. Description of Election Plan
4. Changes in City of Perry Laws, Code and
Charter Consistent with Final Judgment and
Appendices 1 through 3

Appendix 1 - map too large to copy & not mailed to counsel

APPENDIX 2

DEMOGRAPHIC DATA REFLECTING POPULATION
AND VOTER REGISTRATION BY DISTRICT

<u>Population</u>				<u>Registered Voters</u>		
District	Total	White	Black	Total	White	Black
I	1,656	409	1,238	514	168	346
II	1,667	260	1,407	504	121	383
III	1,643	1,632	11	819	815	4
IV	1,613	1,127	468	753	583	170
V	<u>1,681</u>	<u>1,438</u>	<u>243</u>	<u>686</u>	<u>618</u>	<u>68</u>
Totals	8,260	4,866	3,367	3,276	2,305	971

APPENDIX 3

Description of Election
Districts Nos. 1 - 5

A. District I

On the South: From the southwest corner of the city limits, proceeding east along the southern city limit line to Puckett Road [inclusive of southern city limit line].

On the East: From the intersection of Puckett Road and the southern city limit line, proceeding north along Puckett Road to the intersection of Puckett Road/Jefferson Street and Byron Butler Boulevard Parkway (U.S. 19), proceeding northwest along Byron Butler Boulevard to that point south of Saxon Street and south of Baker Street where Woodward Avenue extended south would intersect Byron Butler Boulevard, proceeding north on this southerly extension of Woodward Avenue to north on Woodward to north of Church Street on a northerly extension of Woodward to that point where Woodward Avenue extended north would intersect with Duval Street and Old W.C. Railroad Right-of-Way [exclusive of Puckett Road, exclusive of Woodward Avenue and extensions of Woodward, inclusive of Byron Butler Boulevard Parkway].

On the North: From the intersection of Woodward Avenue extended north and Duval Street/Old W.C. Railroad Right-of-Way proceeding south west along the Old W.C. Railroad Right-of-Way to that point where Pate Street intersects with the Old W.C.

Railroad Right-of-Way, proceeding north along Pate Street to the intersection of Pate Street and U.S. 98/Hampton Springs, proceeding southwest along U.S. 98/Hampton Springs to that point where U.S. 98/Hampton Springs intersects the western city limit line [inclusive of Old W.C. Railroad Right-of-Way, exclusive of Duval, inclusive of Pate Street, inclusive of U.S. 98/Hampton Springs].

On the West: From the point where U.S. 98/Hampton Springs intersects the western city limit line, proceeding south along the western city limit line to the southwest corner of the city limits [inclusive of the western city limit line].

B. District II

On the South: From that point where U.S. 98/Hampton Springs intersects the western city limit line, proceeding northeast along U.S. 98/Hampton Springs to that point where Pate Street intersects with U.S. 98/Hampton Springs, proceeding south along Pate Street to the intersection of Pate Street and Old W.C. Railroad Right-of-Way, proceeding northeast along Old W.C. Railroad Right-of-Way to the intersection of Duval Street and Old W.C. Railroad Right-of-Way, proceeding east along Duval Street to that point where Duval Street intersects Jefferson Street [exclusive of U.S. 98/Hampton Springs, inclusive of the railroad tracks, exclusive of Pate Street, exclusive of the Old W.C. Railroad Right-of-Way, inclusive of Duval Street].

On the East: From the intersection of Duval Street and Jefferson Street, proceeding north along Jefferson Street to the intersection of Jefferson Street and Leon Street [inclusive of the west side of Jefferson Street].

On the North: From the intersection of Jefferson Street and Leon Street, proceeding west along Leon Street to the intersection of Leon Street and Seaboard Coast Line Railway/Byron Butler Boulevard Parkway/U.S. 19, proceeding northwest along U.S.19/Seaboard Coast Line Railway to the intersection of Julia Street and Seaboard Coast Line Railway/U.S. 19, proceeding first west and then southwest along Julia Street/State Road 356 to that point where State Road 356 intersects Miller Road/western city limit line [exclusive of Leon Street, exclusive of U.S. 19/Seaboard Coast Line Railway, exclusive of Julia/State Road 356].

On the West: From the intersection of State Road 356 and the western city limit line, proceeding south along the western city limit line to the intersection of the western city limit line and U.S. 98/Hampton Springs [inclusive of the western city limit line].

C. District III

On the South: From the intersection of State Road 356 and the western city limit line proceeding first northeast and then east along State Road 356/Julia Street to the intersection of Julia and U.S. 19/Seaboard Coast Line Railway, proceeding southeast along U.S. 19/Seaboard Coast Line Railway to the intersection of U.S. 19 and Leon Street, proceeding east along Leon Street to the intersection of Leon Street and Jefferson Street [inclusive of State Road 356/Julia Street, inclusive of U.S. 19/Seaboard Coast Line Railway, inclusive of Leon Street].

On the East: From the intersection of Leon and Jefferson Street, proceeding north along Jefferson Street to the intersection of Jefferson and College, proceeding east along College Street to the intersection of College and Center, proceeding north along Center Street to the intersection of Center and Ash, proceeding east along Ash Street, to the intersection of Ash and Johnson Stripling Road (S.R. 361), proceeding first north and then northeast along Johnson Stripling Road to the intersection of Johnson Stripling and the northern city limit line [inclusive of the west side of Jefferson, inclusive of College, exclusive of Center, inclusive of Ash, inclusive of Johnson Stripling Road].

On the North: From the intersection of Johnson Stripling Road and the northern city limit line, proceeding west along the northern city limit line to the northwest corner of the city limits [inclusive of the northern city limit line].

On the West: From the northwest corner of the city limits, proceeding south along the western city limit line to the intersection of the western city limit line and State Road 356 [inclusive of the western city limit line].

D. District IV

On the South: From the intersection of intersection of Jefferson Street and Old Dixie Highway/A.C.L. Railroad, proceeding southeast along Old Dixie Highway to the intersection of Old Dixie Highway and Granger Drive, proceeding east along Granger Drive to the intersection of Sparrow and Granger, proceeding north along Sparrow to the intersection of Bacon and Sparrow, proceeding east along Bacon Street to the intersection of Bacon and Alvarez, proceeding south along Alvarez Street to the intersection of Alvarez and Page, proceeding east along Page Street to the eastern end of Page Street, proceeding from the eastern end of Page Street north until the intersection with Hampton Springs/U.S. 27, proceeding southeast along Hampton Springs/U.S. 27 until the intersection between Hampton Springs/U.S. 27 and the eastern city limit line [inclusive of Old Dixie Highway, inclusive of Granger, inclusive of Sparrow,

inclusive of Bacon, inclusive of Alvarez, inclusive of Page, inclusive of the eastern end of Page running north until Hampton Springs/U.S. 27, inclusive of Hampton Springs/U.S. 27.

On the East: From the intersection of Hampton Springs/U.S. 27 and the eastern city limit line, proceeding north along the eastern city limit line to the northeast corner of the city limits [inclusive of the eastern city limit line].

On the North: From the northeast corner of the city limits, proceeding west along the northern city limit line to the intersection of Johnson Stripling Road/State Road 361 and the northern city limit line, proceeding first southwest and then south along Johnson Stripling Road to the intersection of Johnson Stripling Road and Ash Street, proceeding west along Ash Street to the intersection of Ash and Center, proceeding south along Center Street to the intersection of Center and College, proceeding west along College Street to the intersection of College and Jefferson [inclusive of the northern city limit line, exclusive of Johnson Stripling Road, exclusive of Ash, inclusive of Center, exclusive of College].

On the West: From the intersection of College Street and Jefferson Street, proceeding south along Jefferson Street to the intersection of Jefferson and Old Dixie Highway/A.C.L. Railroad [inclusive of the east side of Jefferson Street].

E. District V

On the South: From the intersection of Puckett Road and the southern city limit line, proceeding east along the southern city limit line to the southeast corner of the city limits [inclusive of the southern city limit line].

On the East: From the southeast corner of the city limits proceeding north along the eastern city limit line to that point (east of Cottonwood Road and south of U.S. 27) where the eastern city limit line turns ninety degrees and runs due west and would intersect with an easterly extension of Park Street (south of Davis Drive and north of Palm Street), proceeding west along this city limit line contiguous with the easterly extension of Park Street to the intersection between the easterly extension of Park Street and that point (south of Davis Drive and west of Glenridge Road) where the eastern city limit line again turns ninety degrees and runs due north, proceeding north along the eastern city limit line to the intersection between the eastern city limit line and Hampton Springs/U.S. 27 [inclusive of the eastern city limit lines].

On the North: From the intersection between the eastern city limit line and Hampton Springs/U.S. 27, proceeding northwest along Hampton Springs/U.S. 27 and the road running north from the eastern end of Page Street, proceeding south from Hampton Springs/U.S. 27 to the eastern end of Page Street, proceeding

west along Page Street to the intersection between Page and Alvarez, proceeding north along Alvarez Street to the intersection between Alvarez and Bacon, proceeding west along Bacon Street to the intersection between Bacon and Sparrow, proceeding south along Sparrow Street to the intersection between Sparrow and Granger, proceeding west along Granger Street to the intersection between Granger and Old Dixie Highway/A.C.L. Railroad, proceeding northwest along Old Dixie Highway/A.C.L. Railroad to the intersection between Old Dixie Highway/A.C.L. Railroad and Jefferson, proceeding south on Jefferson Street to the intersection between Jefferson and Duval, proceeding west on Duval Street/Old W.C. Railroad Right-of-Way to the intersection between Duval Street/Old W.C. Railroad Right-of-Way and a northerly extension (north of Church Street) of Woodward Avenue [exclusive of Hampton Springs/U.S. 27, exclusive of the eastern end of Page Street running south from Hampton Springs/U.S. 27, exclusive of Page, exclusive of Alvarez, exclusive of Bacon, exclusive of Sparrow, exclusive of Granger, exclusive of Old Dixie Highway, exclusive of Duval, inclusive of the old W.C. Railroad Right-of-Way, inclusive of the eastern side of Jefferson].

On the West: From the intersection between a northerly extension (north of Church Street) of Woodward Avenue and Duval Street/Old W.C. Railroad Right-of-Way, proceeding south along this northerly extension of Woodward to the northern end of Woodward, proceeding south along Woodward Avenue to the southern

end of Woodward, proceeding south along a southerly extension (south of Saxon and Baker Streets) of Woodward Avenue to the intersection between this southerly extension of Woodward and Byron Butler Boulevard Parkway/U.S. 19, proceeding southeast along Byron Butler Boulevard Parkway/U.S. 19 to the intersection between Byron Butler Boulevard Parkway and Puckett Road/Jefferson Street, proceeding south along Puckett Road to the intersection of Puckett Road and the southern city limit line, exclusive of Byron Butler Boulevard Parkway, inclusive of Woodward Avenue and extensions of Woodward, inclusive of Puckett Road].

APPENDIX 4

The following sections of the Charter of the City of Perry are hereby changed and amended to conform to this Final Judgment; to wit:

1. Section 2.02 of said charter is hereby amended (with amendatory language underlined) to read:

"Section 2.02. Composition, Qualifications and Term of Office.

The council shall consist of five (5) members, elected from single member districts, by the qualified voters of the City. They shall be qualified electors, citizens of the United States and shall have resided within the corporate limits of the City for at least six (6) months prior to the date of their qualifying for office.

A. The City of Perry is hereby divided into five (5) districts, designated District I, District II, District III, District IV and District V. The boundaries of each such district are as set out in Appendix 1 and 3 of the Final Judgment of the United States District Court for the Northern District of Florida in Amos Bellay, et al., vs. City of Perry, et al.; Civil Action No. TCA-83-7125-MMP.

B. Qualifying for council seat. Any qualified elector of the city who meets the foregoing qualifications may qualify for election to a council seat by designating the district number in which such person resides and for which he desires to run and by paying such filing fee as the City Council may prescribe, by ordinance, to the city manager not less than thirty (30) days nor more than forty-five (45) days prior to the date of such election. Any such qualified elector who files a sworn statement with the city manager of inability to pay said filing fee and providing to the city manager a petition signed by fifty (50) qualified city electors within the above prescribed period may qualify for election to a council seat without payment of said filing fee. Any qualified elector at the time of qualifying as aforesaid shall file with the city manager a sworn statement setting forth his or her name, address, that he is a qualified elector, that he or she is a resident of the district for which he or she has qualified, that he or she has resided within the corporate limits of the City of Perry for not less than six (6) months prior to the date of qualification and a willingness to serve if elected.

C. Judge of qualifications. The City Council shall have sole discretion in determining whether or not candidates have met the qualifications for election to the council.

D. Terms of Office. The terms of council members shall be for four (4) years. The terms of not more than three (3) council members shall expire in the same year. The terms of council members shall commence upon his or her election.

E. The members of the council representing District I, District II and District III shall stand for election as provided by Section 7.05 of this charter in 1984.

F. The members of the council representing District IV and District V shall stand for election as provided by Section 7.05 of this charter in 1985.

2. Section 10.03 of said charter is hereby amended (with amendatory language underlined) to read:

Section 10.03 schedule.

A. Initial composition of council. The initial membership of the city council shall consist of the five (5) members of the city council of Perry who are in office, holding said seats, on the effective date of this revised and amended Charter.

B. The term of office of each present council member, new district designation, present seat number, and the expiration date of such district seat is:

District I, replaces old seat #1, incumbent councilman, Mr. Thomas Demps, new four year term commencing 1984.

District II, replaces old seat #2 incumbent councilman, Mr. Andy Bowdoin, new four year term commencing 1984.

District III, replaces old seat #4, incumbent councilman, Mr. Joe Yarbrough, new four year term commencing 1984.

District IV, replaces old seat #5, incumbent councilman, Mr. Joe Nola, new four year term commencing 1985.

District V, replaces old seat #3, incumbent councilman, Mr. Byrum Whitfield, new four year term commencing 1985.

C. Effective Date of Charter. This Charter shall take effect upon its filing with the Department of State after adoption by a majority of the electors voting in a referendum thereon.

D. First Council Meeting. At the first meeting subsequent to the adoption of this revised and amended Charter, the council shall consider the appointment of a city manager or acting city manager.