

**RESOLUTION No.18-69**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE GLOBAL SETTLEMENT AGREEMENT FOR ATTORNEYS' FEES AND COSTS FOR CASES BETWEEN SDE MEDIA, INC. AND THE CITY OF DORAL; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, SDE Media, LLC and the City of Doral (the "City") have been litigants in certain legal proceedings, specifically, (1) SDE Media, LLC v. City of Doral and Daniel Espino, as City Attorney, Case No. 2015-013184-CA-01 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; (2) SDE Media, LLC v. City of Doral, Case No. 2015-012737-CA-20 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; (3) SDE Media, LLC v. City of Doral, Case No. 3D16-2008 at the Third District Court of Appeal of Florida; and (4) City of Doral v. SDE Media, LLC, Case No. 3D17-2587 at the Third District Court of Appeal of Florida (collectively, the "Actions"); and

**WHEREAS**, the parties have agreed to settle any and all claims and demands for payment asserted in the Actions without the uncertainty and expense of continued litigation;

**WHEREAS**, the Mayor and Council dispose of the Actions and settle the matter pursuant to the terms of the "Settlement Agreement," attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Settlement.** The Settlement Agreement, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute the Settlement and Release and act in furtherance thereof.

**Section 4. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 25 day of April, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, OMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

## SETTLEMENT AGREEMENT IN PRINCIPLE

THIS SETTLEMENT AGREEMENT IN PRINCIPLE (the "Agreement") is entered into this 12<sup>th</sup> day of April, 2018, by and between SDE Media, LLC ("SDE Media") on the one hand, and the City of Doral, Florida ("City") and Dan Espino, in his official capacity as City Attorney ("Espino") (collectively, the "City Entities"), on the other.

### RECITALS

WHEREAS, SDE Media and the City Entities have been litigants in certain legal proceedings, specifically, (1) *SDE Media, LLC v. City of Doral and Daniel Espino, as City Attorney*, Case No. 2015-013184-CA-01 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; (2) *SDE Media, LLC v. City of Doral*, Case No. 2015-012737-CA-20 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; (3) *SDE Media, LLC v. City of Doral*, Case No. 3D16-2008 at the Third District Court of Appeal of Florida; and (4) *City of Doral v. SDE Media, LLC*, Case No. 3D17-2587 at the Third District Court of Appeal of Florida (collectively, the "Actions"); and

WHEREAS, the parties have agreed to settle any and all claims and demands for payment asserted in the Actions without the uncertainty and expense of continued litigation;

NOW, THEREFORE, in exchange of the promises set forth below and other valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:


### TERMS

1. The recitals set forth above are true and correct and are incorporated herein as if fully set forth.
2. The parties expressly acknowledge and agree that the terms of this Agreement are subject to formal approval by the Doral City Council at a duly noticed public hearing and that the settlement shall not be final until such time as that approval is obtained.
3. SDE Media shall pay the sum of \$50,000.00 (Fifty Thousand Dollars and no cents) to the City in full and complete settlement of any claims or demands for payment asserted in the Actions. Payment shall be made within five business days of approval of the Agreement by the Doral City Council.
4. To the extent necessary to finalize the settlement among the parties hereto, counsel for the parties shall take steps to request a continuance of the oral argument date currently set for May 1, 2018, in *City of Doral v. SDE Media, LLC*, Case No. 3D17-2587.
5. The parties further agree to execute and exchange limited mutual releases, in a form satisfactory to all parties, which releases encompass all claims for attorney's fees and costs actually


actually asserted in the Actions. The releases shall be exchanged at the time of payment of the settlement proceeds required under paragraph 3, above.

6. Upon formal approval of the Agreement by the Doral City Council, clearance of payment by SDE Media of the sum set forth in paragraph 3, above, and exchange of the limited mutual releases, the parties agree within five business days to file a notice of settlement in the circuit court Actions and a joint motion to dismiss the pending appeal.

**SDE MEDIA, LLC**

By:   
Santiago Echemendía  
(subject to approval as set forth above)

**CITY OF DORAL, FLORIDA**

By:   
Daniel Espino, City Attorney  
(subject to approval as set forth above)

  
DANIEL ESPINO, as party  
(subject to approval as set forth above)