

RESOLUTION NO. 17 – 2435

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE VILLAGE OF BAL HARBOUR AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT THE NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 school years, the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, the Village of Bal Harbour (“participating municipalities”) and the Miami Beach Chamber Education Foundation, Inc. implemented an enhanced nurse initiative (“Nurse Enhancement Initiative”) for the 2015/2016 and the 2016/2017 school years for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “participating schools”); and

WHEREAS, the Nurse Enhancement Initiative established at the participating schools for school years 2015/2016 and 2016/2017 was a success and the participating municipalities desire to provide for another nurse enhancement initiative for the 2017/2018 school year; and

WHEREAS, the proportionate share of the cost for the Town of Surfside for the 2017/2018 school year is \$1,583.38 and will be due on October 31, 2017; and

WHEREAS, it is in the best interest of the Town of Surfside to enter into a Memorandum of Understanding between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, the Village of Bal Harbour and the Miami Beach Chamber Education Foundation, Inc. (See Attachment “A”) to provide funding to continue on-site healthcare services to public school students in our area.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. The Town Commission hereby authorizes the Mayor to enter into the Memorandum of Understanding between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, Bal Harbour Village and the Miami Beach Chamber Education Foundation, Inc. to implement a Nurse Enhancement Initiative for school year 2017/2018 (See Attachment “A”).

Section 3. Implementation. The Town Commission authorizes and approves the Town Manager and/or his designee to take any action necessary to implement and execute this Memorandum of Understanding.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this 13th day of June 2017.

Motion by Commissioner Karukin.

Second by Commissioner Gielchinsky.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky

Commissioner Michael Karukin

Commissioner Tina Paul

Vice Mayor Barry Cohen

Mayor Daniel Dietch

yes
yes
yes
yes
yes



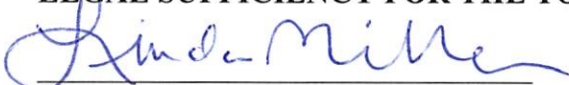
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2017/2018**

This is a Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2017, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Enhancement Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time, on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of the Nurse Initiative during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016 and the 2016/2017 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children's Trust, were provided by The Children's Trust via the new School Health Programs; and

WHEREAS, the Nurse Enhancement Initiative established at the Participating Schools for School Years 2015/2016 and 2016/2017 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2017/2018 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2017/2018 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Enhancement Initiative for the Participating Schools during the 2017/2018 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health and **TCT** shall provide certain schedules and reports as follows:
 - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the **Participating Schools** and to **MBCEF**; and
 - b) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2017, **MBCEF** shall provide funding to **TCT** for the 2017-2018 Nurse Enhancement Initiative in the amount of \$7,000. In addition, pursuant to paragraph 7 of the 2016/2017 Nurse Enhancement Initiative Memorandum of Understanding between the Parties dated July 26, 2016, unused funds in the amount of \$3,749.92 for **NBV**, \$2,083.62 for **TBHI**, \$2,083.62 for **TS**, and \$2,083.62 for **BHV** have been held in escrow by **MBCEF** and shall be credited toward their respective proportionate funding and applied to the Nurse Enhancement Initiative for the 2017/2018 School Year. The unused funds resulted from the licensed clinical social worker's placement in the **Participating Schools** for 19 instead of 44 weeks during the 2016/2017 School Year.
3. On or before October 31, 2017, the **Participating Municipalities** shall provide their remaining proportionate share of funds for the 2017/2018 Nurse Enhancement Initiative to **MBCEF**, subject to budget approval by the **Participating Municipalities**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities'** proportionate remaining share of funding for the 2017/2018 School Year shall be paid by October 31, 2017 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400.00;
 - ii) **NBV** shall provide funding in the amount of \$2,850.08;

- iii) **TBHI** shall provide funding in the amount of \$1,583.38;
 - iv) **TS** shall provide funding in the amount of \$1,583.38; and
 - v) **BHV** shall provide funding in the amount of \$1,583.38;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.
 5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
 6. In the event that one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
 7. In the event that any of the provisions in this **MOU** are not performed, or if the 2017/2018 Nurse Enhancement Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2018/2019 School Year, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2018/2019 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2018/2019 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2018/2019 Nurse Enhancement Initiative.

IN WITNESS THEREOF, the Parties hereto have caused this **MOU** to be executed by their respective and duly authorized officers as of the day and year first written above.

ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

ATTEST:

**NORTH BAY VILLAGE, a Municipal
Corporation of the State of Florida**

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal Corporation of the State of Florida

By: _____
Town Clerk

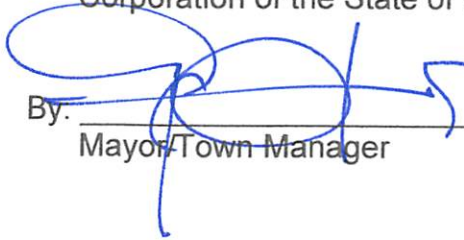
By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

**TOWN OF SURFSIDE, A Municipal
Corporation of the State of Florida**

By: _____
Town Clerk


By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Approved as to form and
Legal sufficiency
