

RESOLUTION NO. 2018- 2502

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE AND THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019 FOR PARTICIPATING SCHOOLS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to enter into a Memorandum of Understanding (MOU) as attached hereto as Exhibit “A” with neighboring municipalities, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (MBCEF), to fund and implement a Nurse Initiative for participating schools in order to ensure healthcare services to students attending underserved public schools; and

WHEREAS, the MOU provides that the Participating Municipalities shall provide their proportionate share of funds for the 2018/2019 Nurse Enhancement Initiative, with the Town required to contribute \$3,667.00; and

WHEREAS, the Town Commission finds that the MOU is in the best interest and welfare of the Town and its residents and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of MOU and Authorization. The MOU between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the MOU on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the MOU.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 8th day of May, 2018.

Motion by Commissioner Paul
Second by Vice Mayor Gielchinsky.

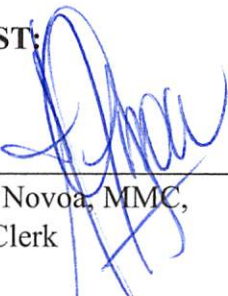
FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>




Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC,
Town Clerk

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



Weiss Serota Helfman Cole & Bierman, P.L.
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 2018/2019**

This is a Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2018, 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 Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 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, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 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 2018/2019 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, 2018, **MBCEF** shall provide funding to **TCT** for the 2018/2019 Nurse Enhancement Initiative in the amount of \$7,000.
3. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 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 2018/2019 School Year shall be paid by October 31, 2018 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 \$6,600.00;
 - iii) **TBHI** shall provide funding in the amount of \$3,667.00;
 - iv) **TS** shall provide funding in the amount of \$3,667.00;
 - v) **BHV** shall provide funding in the amount of \$3,667.00;
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, judgements, 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** agree in writing to 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 2018/2019 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 2019/2020 School Year, then **MBCEF** may, as directed by the Participating Municipalities in writing, hold any unused funds in escrow to be applied toward the 2019/2020 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2019/2020 Nurse Enhancement Initiative.

ATTEST:

By: 
Town Clerk

TOWN OF SURFSIDE, a Municipal
Corporation of the State of Florida

By: 
Mayor/Town Manager

Approved as to form and
Legal sufficiency

