

RESOLUTION NO. 2019- 2601

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, 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 FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2019/2020 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) entered into a Memorandum of Understanding (“MOU”) 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 the Ruth K. Broad Bay Harbor K-8 Center; and

**WHEREAS**, the MOU provides that each Participating Municipalities will provide its proportionate share of funds for the Nurse Enhancement Initiative; and

**WHEREAS**, the MOU was amended by Amendment No. 1 to the MOU executed on December 24, 2018 to extend the Nurse Enhancement Initiative for FY 2018/2019 and set forth each Participating Municipalities proportionate share of contributing funds; and

**WHEREAS**, the parties wish to further amend the MOU in order to provide the Participating Municipalities’ proportionate share of funds for 2019/2020, with the Town required to contribute \$4,298.22, as set forth in Amendment No. 2 to the MOU attached hereto as Exhibit “A” (“Amendment”); and

**WHEREAS**, the Town Commission finds ~~that~~ the Amendment is in the best interest and welfare of the Town and its residents and wishes to approve the Amendment 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 Amendment to MOU; Authorization.** The Amendment 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 Amendment 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 Amendment.


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

**PASSED AND ADOPTED** this 9th day of July, 2019.

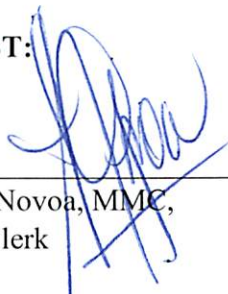
Motion by Commissioner Karukin.  
Second by Vice Mayor Gielchinsky

**FINAL VOTE ON ADOPTION**

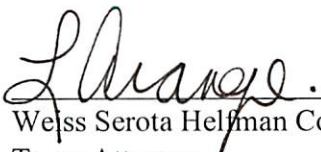
Commissioner Barry Cohen	yes
Commissioner Michael Karukin	yes
Commissioner Tina Paul	yes
Vice Mayor Daniel Gielchinsky	yes
Mayor Daniel Dietch	yes

  
\_\_\_\_\_  
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

**AMENDMENT NO. 2  
TO 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 2019/2020**

Amendment No. 2 ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("CITY"), 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 amend the Memorandum of Understanding entered into on May 17, 2018 ("MOU"), as amended by Amendment No. 1 to the MOU, dated December 24, 2018 (collectively, the "MOU"), as follows:

**RECITALS**

**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 Initiative 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 MBCEF, and the Children's Trust, were provided by the Children's Trust via the new School Health Programs; and

**WHEREAS**, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, extending the Nurse Enhancement Initiative for the Participating

Schools for the 2018-2019 School Year and adding an additional day of service at Ruth K Broad Bay Harbor K-8 Center; and

**WHEREAS**, the Nurse Enhancement Initiative established at the **Participating Schools** for the previous School Years was a success and the Parties wish to continue the Nurse Enhancement Initiative for the 2019/2020 School Year; and

**WHEREAS**, at the end of the 2018-2019 School Year, the Participating Municipalities unused program funds had the following:

- i) TBHI \$5,473.05
- ii) TS \$5,473.02
- iii) BHV \$5,473.02
- iv) NBV \$2,002.72
- v) CMB \$4,673.00; and

**WHEREAS**, the Participating Municipalities hereby agree to apply said unused funds for use from August 5<sup>th</sup>, 2019 to September 30<sup>th</sup>, 2019 for 9 weeks of service at each Participating School in the following amounts:

- i) TBHI \$1,659.27
- ii) TS \$1,659.27
- iii) BHV \$1,659.27
- iv) NBV \$1,350.00
- v) CMB \$3,150.00
  - a. \$900.00 for Treasure Island
  - b. \$2,250.00 for North Beach Elementary; and

**WHEREAS**, pursuant to paragraph 7 of the **MOU**, unused funds shall be used to offset the contribution of the Parties for the 2019-2020 School Year in the following amounts:

- i) TBHI \$3,813.78
- ii) TS \$3,813.78
- iii) BHV \$3,813.78
- iv) NBV \$652.72
- v) CMB \$1,523.00; and

**WHEREAS**, **MBCEF** shall provide funding to **TCT** for the 2019-2020 Nurse Enhancement Initiative in the amount of \$7,000.00; and

**WHEREAS**, the Parties wish to amend the Agreement by extending the term to include the months of August and September, 2020; and

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2019/2020 as herein provided and pursuant to a separate agreement to be entered into between MBCEF and TCT.

**NOW, THEREFORE**, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the MOU as follows:

**1. ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

**2. MODIFICATIONS.**

Paragraph 3 of the MOU is hereby deleted in its entirety and replaced with the following:

**3. On or before October 31, 2019 the Participating Municipalities shall provide their proportionate share of funds for the 2019/2020 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 2019/2020 School Year shall be paid by October 31, 2019 in the following amounts for 44 weeks from October 1<sup>st</sup>, 2019 to June 5<sup>th</sup>, 2020, and August 1<sup>st</sup>, 2020 to September 30<sup>th</sup>, 2020:**

- i) **CMB shall provide funding in the amount of \$13,887.00;**
- ii) **NBV shall provide funding in the amount of \$5,947.28;**
- iii) **TBHI shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;**
- iv) **TS shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and**
- v) **BHV shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.**

**4. RATIFICATION.**

Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

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

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Jimmy L. Morales, City Manager

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

R. Lopez 6/10/19  
City Attorney JM Date

**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

\_\_\_\_\_