

RESOLUTION NO. 2020-2723

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 TOWN OF BAY HARBOR ISLANDS RELATING TO A SCHOOL ADDRESS VERIFICATION PLAN CONTRIBUTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”) are municipalities located within Miami-Dade County, Florida, that border each other; and

WHEREAS, many children who are residents of the Town and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (the “School”), which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands executed a Program Grant Agreement with the Miami-Dade County School Board (“School Board”) for an Address Verification Plan (“Verification Plan”) in order to allow the School Board to take certain efforts to ensure that only children who have a primary residence within the School’s attendance boundaries attend the School; and

WHEREAS, the School Board requires an extra part-time employee to administer the Verification Plan and a \$10,000 contribution in order to fund the employee (“Employee Contribution”); and

WHEREAS, on September 10, 2019, the Town Commission adopted Resolution 2019-2615, approving a memorandum of understanding between the Town, the Village of Bal Harbour, and Bay Harbor Islands in order to equally contribute to the cost of the Employee Contribution for the Verification Plan; and

WHEREAS, the Town and Bay Harbor Islands desire to enter into a new memorandum of understanding in order to equally contribute to the cost of the Employee Contribution for the Verification Plan in substantially the form attached hereto as Exhibit “A” (“MOU”); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

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

Section 2. Approval. That the Town Commission hereby approves the MOU in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Manager is hereby authorized to execute the MOU, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or designee is hereby authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the MOU.

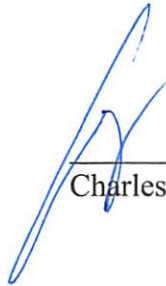
Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of October, 2020.

Motion By: Commissioner Kest
Second By: Commissioner Velazquez

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>YES</u>
Commissioner Eliana R. Salzhauer	<u>YES</u>
Commissioner Nelly Velasquez	<u>YES</u>
Vice Mayor Tina Paul	<u>YES</u>
Mayor Charles W. Burkett	<u>YES</u>



Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE AND THE
TOWN OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 20____ by and between the Town of Surfside ("Surfside") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands executed a Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan ("Verification Plan") with the Miami-Dade County School Board ("School Board") in which, the School Board shall take certain efforts to ensure that only children who have a primary residence within the School's attendance boundaries attend the School; and

WHEREAS, the School Board informed Bay Harbor Islands that it requires an extra part-time employee to administer the Verification Plan and that the School Board requires a \$10,000.00 contribution in order fund its extra part-time employee ("Employee Contribution"); and

WHEREAS, the Parties wish to equally share the cost of the Employee Contribution as the part-time employee will benefit the children who reside within the School boundaries in Surfside and Bay Harbor Islands and attend the School; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Employee Contribution.
3. The Employee Contribution applicable to each Party is \$5,000.00¹
4. Bay Harbor Islands and Surfside's obligations under this MOU are solely limited to their financial contribution of \$5,000.00, each. Nothing in this agreement permits, and Bay Harbor Islands and Surfside do not have the ability to exercise any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU

¹ The anticipated Employee Contribution of \$10,000.00 divided by 2 equals \$5,000.00.

provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bay Harbor Islands or Surfside; or b) Bay Harbor Islands or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of the Verification Plan, a copy of which is attached hereto as Composite Exhibit "A."

Town of Bay Harbor Islands, Florida

By: _____

Date: _____

Town of Surfside, Florida

By: _____

Date: _____