

**RESOLUTION NO. 2021- 2813**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, FLORIDA, THE VILLAGE OF BAL HARBOUR, FLORIDA, AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO FUND THE COST OF A SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, children who are residents of the Town, Bal Harbour, 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 intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which, Bay Harbor Islands will provide a police officer (“Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer (“School Board Contribution”); and

**WHEREAS**, the cost of the Resource Officer will be approximately \$55,000 per year, which exceeds the \$30,000 School Board Contribution; and

**WHEREAS**, the Town, Bal Harbour, and Bay Harbor Islands desire to enter into a Memorandum of Understanding, in substantially the form attached hereto as Exhibit “A,” for the purpose of contributing equally in the amount of \$8,333 each toward the remaining cost of the Resource Officer who will serve to protect the safety of the children who reside within the Town, Bal Harbour, and Bay Harbor Islands (the “MOU”); and

WHEREAS, the Town Commission finds that the MOU 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.** The recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval of MOU; Authorization to Expend Funds.** The MOU, in substantially the form attached hereto as Exhibit "A," is approved. The Town Commission further authorizes the contribution and expenditure of \$8,333 toward the cost of the Resource Officer.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the MOU attached hereto as Exhibit "A," subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all necessary action to implement the MOU and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of September, 2021.

Motion By: Vice Mayor Paul

Second By: Commissioner Velasquez

**FINAL VOTE ON ADOPTION:**

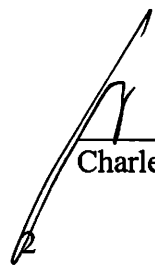
Commissioner Charles Kesl Absent

Commissioner Eliana R. Salzhauer Yes

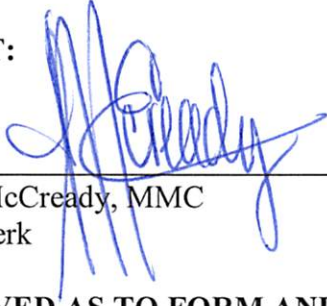
Commissioner Nelly Velasquez Yes

Vice Mayor Tina Paul Yes

Mayor Charles W. Burkett Yes

  
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Charles W. Burkett, Mayor

**ATTEST:**



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Sandra McCready, MMC  
Town Clerk

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



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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF SURFSIDE, THE  
VILLAGE OF BAL HARBOUR, AND THE TOWN  
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

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

**WHEREAS**, children who are residents of Surfside, Bal Harbour, 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 intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which, Bay Harbor Islands will provide a police officer ("Resource Officer") at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer ("School Board's Contribution"); and

**WHEREAS**, the Parties understand and agree that the cost of the Resource Officer will be approximately \$55,000, per year, which cost shall exceed the amount of the School Board's Contribution in the approximate amount of \$25,000; and

**WHEREAS**, the Parties wish to equally share the cost of the Resource Officer that is in excess of the School Board's Contribution ("Excess Cost") as the Resource Officer will serve to protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

**WHEREAS**, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, 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 Excess Cost of the Resource Officer.
3. Based upon the information known to Bay Harbor Islands as of the Effective Date (defined below) of this MOU, the Excess Cost applicable for the School Resource Officer is anticipated to be approximately \$25,000.<sup>1</sup>

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<sup>1</sup> The anticipated Excess Cost of \$25,000 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$8,333 each.

4. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Resource Officer(s), the total cost of the Resource Officer(s), the School Board's Contribution, the actual Excess Cost, and each Party's equal share of the actual Excess Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the actual Excess Cost within thirty (30) days of their receipt of the Invoice.
5. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$8,333 each. Nothing in this agreement permits, and Bal Harbour 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 Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Resource Officer or are in any way responsible for the actions or inactions of the Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Resource Officer. Bay Harbor Islands shall be solely responsible for any employment based claims made by the Resource Officer, 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.
6. 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.
7. The Parties have had the opportunity to consult with legal counsel of their choosing.
8. The Parties signify their agreement with this MOU by affixing their signatures below.
9. 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 Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

**Town of Bay Harbor Islands, Florida**

By: \_\_\_\_\_  
**Maria Lasday, Town Manager**

Date: \_\_\_\_\_

**Town of Surfside, Florida**

By: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bal Harbour, Florida**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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