

RESOLUTION NO. 2022- 2876

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING 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 2022/2023 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, on May 17, 2018, the Town of Surfside (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for the Ruth K. Broad Bay Harbor K-8 Center; and

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

WHEREAS, the MOU was amended by Amendment No. 2 to the MOU, executed on July 9, 2019, to extend the Nurse Enhancement Initiative for FY 2019-20 and set forth the proportionate share of funding for Participating Municipalities; and

WHEREAS, the MOU was amended by Amendment No. 3 to the MOU dated August 19, 2020, to extend the Nurse Enhancement Initiative for FY 2020-2021 and set forth the proportionate share of funding for Participating Municipalities; and

WHEREAS, the MOU was amended by Amendment No. 4 to the MOU dated July 21, 2021, to extend the Nurse Enhancement Initiative for FY 2021-22 and set forth the proportionate share of funding for Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2022-23, requiring the Town to contribute \$8,112.00, as set forth in Amendment No. 5 to the MOU (“Amendment”), attached hereto as Exhibit “A”; 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 shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of May, 2022.

Motion By: Commissioner Meisheid

Second By: Vice Mayor Rose

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman Yes

Commissioner Marianne Meisheid Yes

Commissioner Nelly Vazquez Yes


Vice Mayor Jeffrey Rose Yes

Mayor Shlomo Danzinger Yes




Shlomo Danzinger, 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

MIAMIBEACH

OFFICE OF THE CITY ATTORNEY, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7470 Fax: 305-673-7002

LEGAL REVIEW COVER SHEET

- DOCUMENTS MUST ONLY BE DROPPED OFF WITH THE RECEPTIONIST IN LEGAL.
- THIS COVERSHEET MUST BE KEPT WITH WORKING DOCUMENT UNTIL FINAL FORM APPROVAL.

Date: March 23, 2022

Document: Nurse Amendment #5 Municipalities #22-23

Resolution No/Authority: Reso 2019-30956 Commission Date/Item No:

Need for Other: _____ Date: _____
Contact Person: Leslie Rosenfeld Extension: 3053355462
Department: Organizational Development

xFirst Time Review: Assigned to: _____

CAO Returned w/Changes: _____

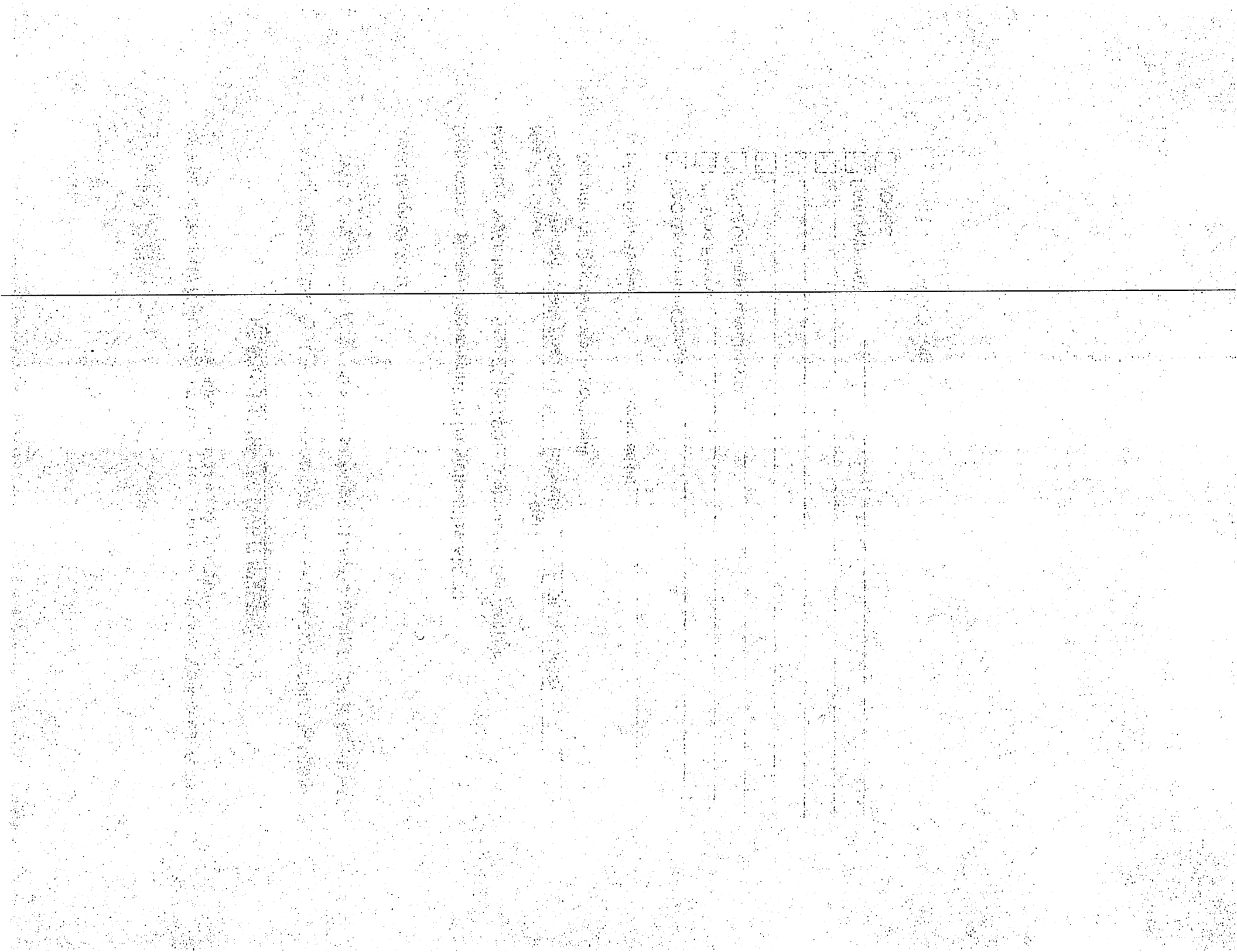
2nd Time Review: _____

2nd CAO Returned w/Changes _____

Form Approved: 4-13-22

NOTES:

4/12/22 - changes



**AMENDMENT NO. 5
TO
THE MEMORANDUM OF UNDERSTANDING
AMONG
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 2022/2023**

Amendment No. 5 (“Amendment”) is made and entered into this ____ day of _____, 2022, by and among the **City of Miami Beach, Florida (“CMB”)**, 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; **North Bay Village (“NBV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands (“TBHI”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside (“TS”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village (“BHV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc. (“MBCEF”)**, a Florida not-for-profit corporation, having its principal place of business at 100 16th Street, Suite 6, Miami Beach, Florida 33139 (collectively, the “Parties”) to amend the Memorandum of Understanding entered into on May 17, 2018 (“MOU”), as amended by Amendments No. 1 through No. 4, 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 Miami Beach 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 **MBCEF**, and the Children's Trust (“**TCT**”), were provided by TCT via the new School Health Programs; and

WHEREAS, on May 17, 2018, **CMB, NBV, TBHI, TS, BHV**, and **MBCEF** executed the **MOU** for the continuation of the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2018-2019 School Year; and

WHEREAS, the Parties executed Amendment No. 1 to the **MOU**, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the **MOU** and approving funding of **CMB's** contribution for each subsequent School Year, on a recurring basis, subject to funding approval during **CMB's** budgetary process and provided that **CMB's** contribution amount does not exceed \$15,400.00; and

WHEREAS, the Parties executed Amendment No. 2 to the **MOU**, dated September 19, 2019, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2019-20 School Year; and

WHEREAS, the Parties executed Amendment No. 3 to the **MOU**, dated August 19, 2020, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2020-21 School Year; and

WHEREAS, the Parties executed Amendment No. 4 to the **MOU**, dated July 21, 2021, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2021-22 School Year; and

WHEREAS, The **MOU** and Amendments No. 1 through No. 4 to the **MOU** shall be collectively referred to herein as the **MOU**; and

WHEREAS, due to the success of the **Nurse Enhancement Initiative** services, the Parties wish to provide the **Nurse Enhancement Initiative** for the 2022/2023 School Year; and

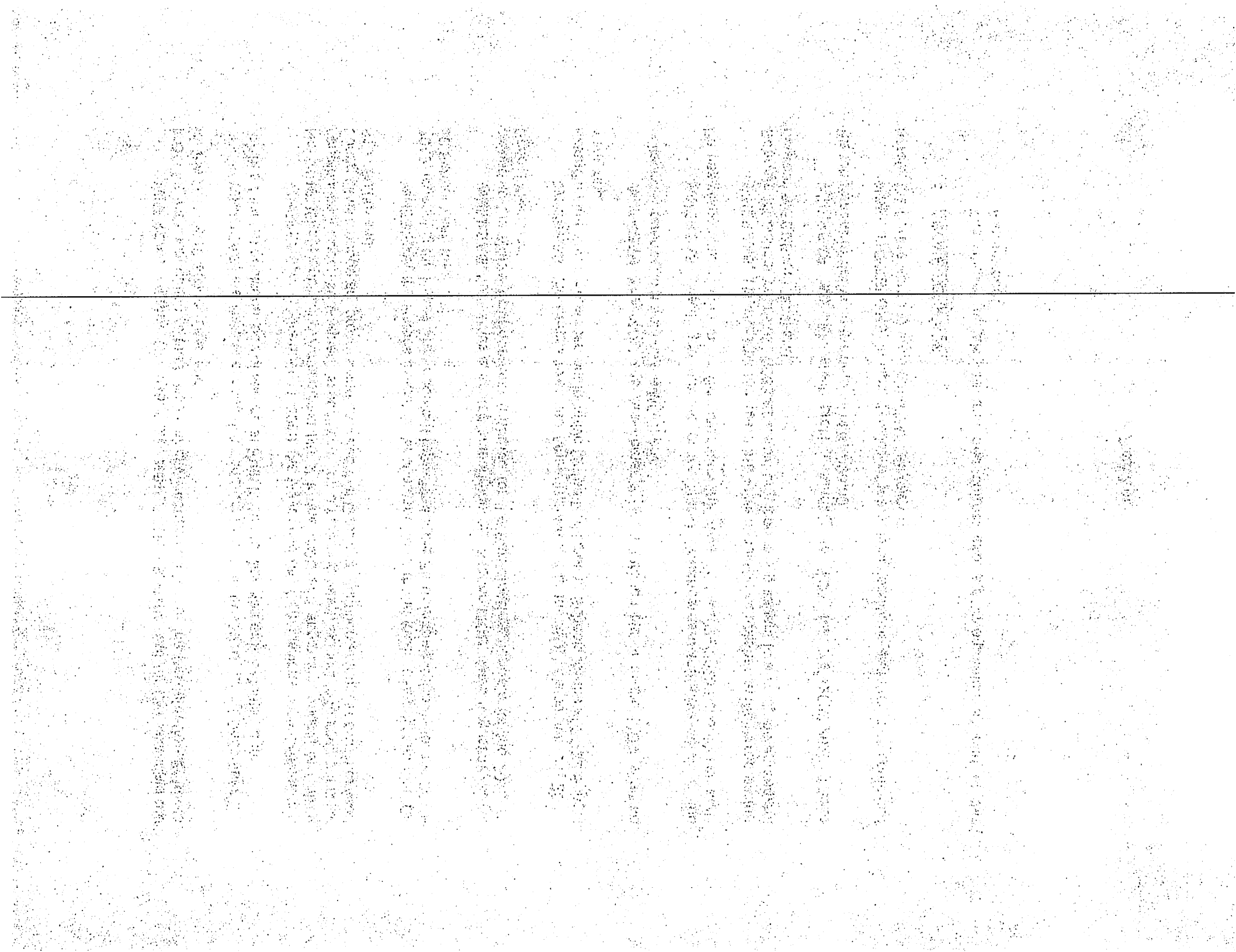
WHEREAS, a **Nurse Enhancement Initiative** should be established at the **Participating Schools** for School Year 2022/2023 as herein provided and pursuant to a separate agreement between **MBCEF** and **TCT**; and

WHEREAS, **MBCEF** shall provide funding to **TCT** for the 2022-2023 **Nurse Enhancement Initiative** in the amount of \$7,000.00.

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.

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

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

3. On or before October 31, 2022, the **Participating Municipalities** shall provide their proportionate share of the funds for the 2022/2023 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 of the **MOU**. The **Participating Municipalities'** proportionate share of funding for the 2022/2023 School Year shall be paid by October 31, 2022, in the following amounts for 44 weeks, from October 1, 2022 to June 5th 2023 and August 1, 2023 to September 30, 2023:

- i) **CMB** shall provide funding in the amount of \$15,400;
- ii) **NBV** shall provide funding in the amount of \$6,600
- iii) **TBHI** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) **TS** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- v) **BHV** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

9. **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.

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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: _____
Alina T. Hudak, City Manager

Date: _____

Approved as to Form and Language
and for Execution



City Attorney

Date 04/13/22
AM

ATTEST:

NORTH BAY VILLAGE, a municipal corporation of the State of Florida

By: _____

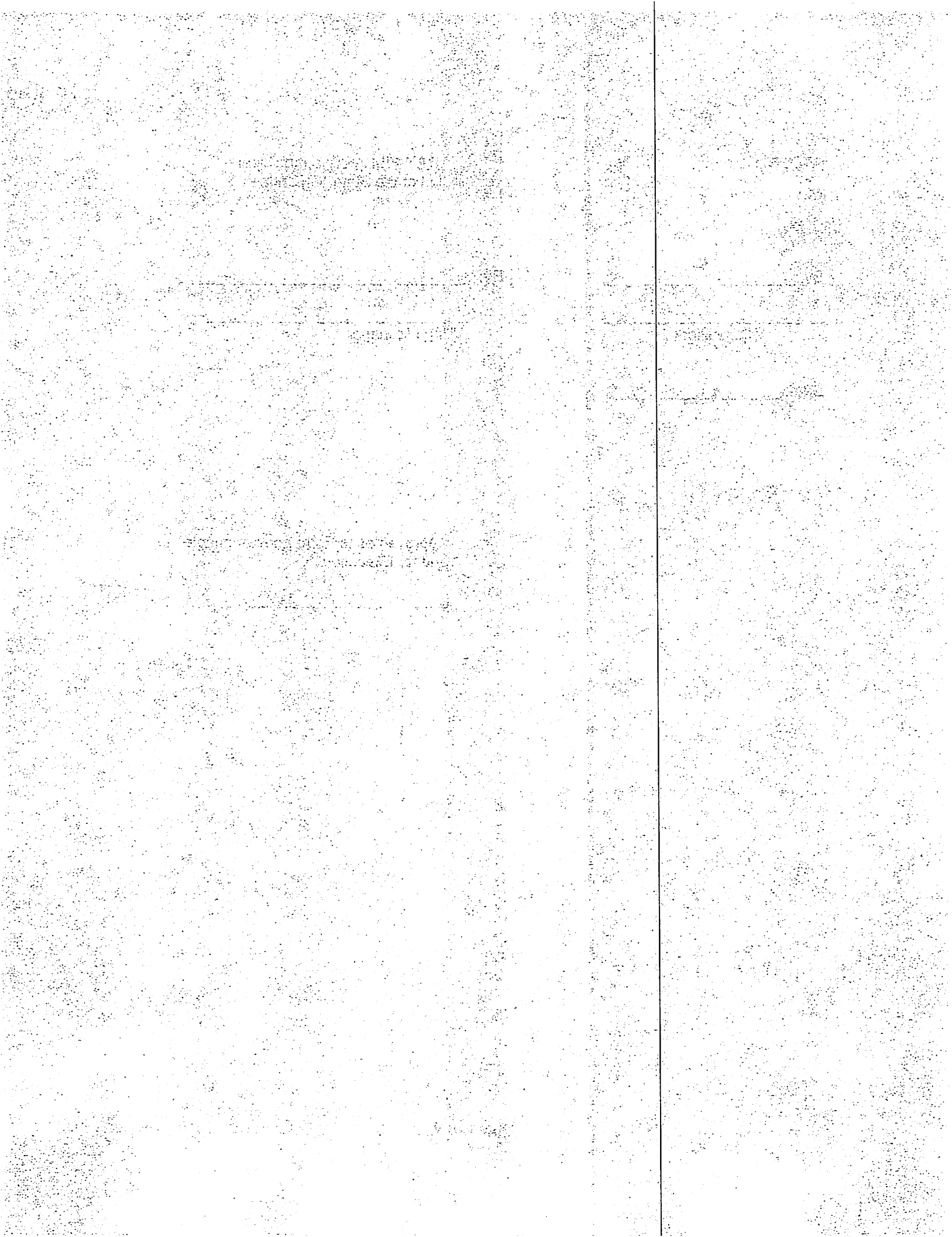
By: _____

Village Clerk

Village Manager

Date: _____

Approved as to Form and Language
and for Execution



ATTEST:

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida

By: _____

By: _____

Town Clerk

Mayor/Town Manager

Date: _____

Approved as to Form and Language
and for Execution

By: _____

ATTEST:

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

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

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

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Date: _____