

RESOLUTION NO. 2022- 2911

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2896 TO APPROVE A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, BAL HARBOUR, AND BAY HARBOR ISLANDS TO SUPPLEMENT THE COST OF A SECOND SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF APPROXIMATELY \$21,007.33; 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 (the "School") which is located in Bay Harbor Islands; and

WHEREAS, on July 12, 2022, the Town Commission adopted Resolution No. 2022-2896, approving a Memorandum of Understanding between the Town, Bal Harbour, and Bay Harbor Islands to fund the cost of a School Resource Officer ("SRO") at the School, and authorizing the expenditure of funds in the amount of approximately \$8,300 towards the cost of the SRO; and

WHEREAS, the School Board will provide an SRO at the School and there is strong interest to increase support at the School by adding a second SRO; and

WHEREAS, the Town desires to join Bay Harbor Islands and Bal Harbour in support of this program by supplementing the School Board's SRO with a second SRO; and

WHEREAS, in addition to the School Board's assigned SRO, Bay Harbor Islands will provide an additional SRO at the School that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Town, Bal Harbour, and Bay Harbor Islands desire to enter into a revised Memorandum of Understanding, in substantially the form attached hereto as Exhibit "A," for the purpose of contributing equally in the approximate amount of \$21,007.33 each toward the remaining cost of the SRO 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 wishes to amend Resolution No. 2022-2896 by approving the revised MOU to fund the cost of a second SRO at the School, and authorizing the expenditure of funds in the amount of approximately \$21,007.33; and

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

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

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

Section 2. Amending Resolution No. 2022-2896 To Revise the Memorandum of Understanding and Authorization to Expend Funds. The Town

Commission hereby amends Resolution No. 2022-2896 by approving a revised Memorandum of Understanding between the Town, Bal Harbour, and Bay Harbor Islands to fund the cost of a second SRO at the School, and authorizing the expenditure of funds in the amount of approximately \$21,007.33. The MOU, in substantially the form attached hereto as Exhibit "A," is approved. The Town Commission further authorizes the contribution and expenditure of approximately \$21,007.33 toward the cost of the SRO.

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 action necessary to implement the MOU and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 9th day of August, 2022.

Motion By: Vice Mayor Rose

Second By: Commissioner Landsman

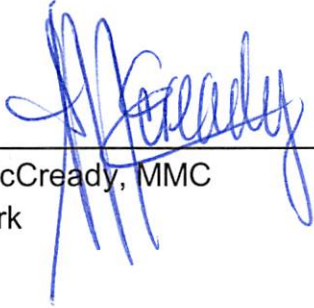
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeff Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

Attest:



Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



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 the School Board will provide their own School Resource Officer ("SRO") at Ruth K. Broad; and

WHEREAS, in addition to the School Board's assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island's appointed Resource Officer will be approximately \$63,022.00, per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$21,007.33 for each of the parties (municipalities) involved; 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. ¹
3. 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 Town appointed Resource Officer, the total cost of the Town appointed Resource Officer, and each Party's equal

¹ The anticipated Town appointed Resource Officer expense is \$63,022.00 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$21,007.33 each.

share of the Cost (“Invoice”). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside’s obligations under this MOU are solely limited to their financial contribution of approximately \$21,007.33 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 Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a “joint employer” of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town’s appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed 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.
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 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: _____
