

**RESOLUTION NO. 2023- 3001**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NO. 6 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 2023/2024 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 MOU was amended by Amendment No. 5 to the MOU dated May 10, 2022, to extend the Nurse Enhancement Initiative for FY 2022-23 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 2023-24, requiring the Town to contribute \$8,112.00, as set forth in Amendment No. 6 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 11<sup>th</sup> day of June, 2023.

Motion By: Commissioner Landsman

Second By: Vice Mayor Rose

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Vazquez	<u>Absent</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



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

**AMENDMENT NO. 6  
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 2023/2024**

Amendment No. 6 ("**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 96<sup>th</sup> 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 16<sup>th</sup> 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. 5, 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 Parties executed Amendment No. 5 to the MOU, dated July 26, 2022, extending the Nurse Enhancement Initiative for the Participating Schools for the 2022-23 School Year; and

**WHEREAS**, The MOU and Amendments No. 1 through No. 5 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 2023-2024 School Year; and

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2023-2024 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

**WHEREAS**, MBCEF shall provide funding to TCT for the 2023-2024 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, 2023, the Participating Municipalities shall provide their proportionate share of the funds for the 2023-2024 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 2023-2024 School Year shall be paid by October 31, 2023, in the following amounts for 44 weeks, from October 1, 2023 to June 5<sup>th</sup> 2024 and August 1, 2024 to September 30, 2024:
  - 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; and
  - 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.

**(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)**

**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, FLORIDA**, 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 & LANGUAGE  
& FOR EXECUTION  
  
City Attorney *[Signature]* 04/17/23  
Date

**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, INC., a Florida not-for-profit  
corporation**

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

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

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