

**RESOLUTION NO. 2023- 3023**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS, TO FUND THE COST OF AN ADDITIONAL SCHOOL RESOURCE OFFICER TO BE PROVIDED BY THE TOWN OF BAY HARBOR ISLANDS 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 (the "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 (the "School Board") in which the School Board will provide a school resource officer (the "Resource Officer") at the School during School hours for the current school year; and

**WHEREAS**, in addition to the School Board's assigned Resource Officer, the Town of Bay Harbor Islands will provide an additional Resource Officer at the School that will serve to further protect the safety of the School's children, with an approximate cost of \$63,022.00 per year, to be shared equally by the Town, Bal Harbour and Bay Harbor Islands in the amount of \$21,007.33 each; 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 approximate amount of \$21,007.33 each towards the cost of the additional Resource Officer at the School 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 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. 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 approximately \$21,007.33 toward the cost of the additional Resource Officer at he School.

**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 12<sup>th</sup> day of September, 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 Velasquez	<u>Yes</u>
Vice Mayor Jeff Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

Attest:

  
\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk



  
\_\_\_\_\_  
Shlomo Danzinger, Mayor

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 \_\_\_\_\_, 2023 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. <sup>1</sup>
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

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<sup>1</sup> 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:** \_\_\_\_\_

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