

**RESOLUTION NO. 2025- 3439**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT NO. 8 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 2025/2026 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 the Village of Bal Harbour ("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 MOU was amended by Amendment No. 6 to the MOU dated July 11, 2023, to extend the Nurse Enhancement Initiative for FY 2023-24 and set forth the proportionate share of funding for Participating Municipalities; and

**WHEREAS**, the MOU was amended by Amendment No. 7 to the MOU dated May 15, 2024, to extend the Nurse Enhancement Initiative for FY 2024-25 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 2025-26, requiring the Town to contribute \$10,140.00, as set forth in Amendment No. 8 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 the 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 9<sup>th</sup> day of September, 2025.

Motion By: Commissioner Velasquez

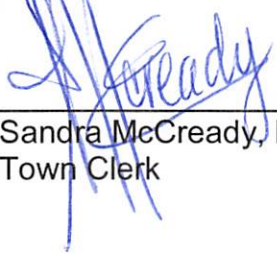
Second By: Commissioner Vildostegui

**FINAL VOTE ON ADOPTION:**

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

  
\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

  
\_\_\_\_\_  
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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Thais Hernandez, Town Attorney

**AMENDMENT NO. 8**  
**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 2025/2026**

This Amendment No. 8 (the "**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, 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.**, a Florida not-for-profit corporation ("**MBCEF**"), having its principal place of business at 100 16<sup>th</sup> Street, Suite 6, Miami Beach, Florida 33139 (individually and/or collectively, the "**Parties**") to amend that certain Memorandum of Understanding entered into on May 17, 2018 (as amended by Amendments No. 1 through No. 7, the "**MOU**"), , 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 CMB, NBV, TBHI, TS and BHV (individually and/or collectively, the "**Participating Municipalities**");

**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 (individually and/or collectively, 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;

**WHEREAS**, due to the success of the Nurse Initiative 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;

**WHEREAS**, on May 17, 2018, each of the Participating Municipalities and MBCEF executed the MOU for the continuation of the Nurse Enhancement Initiative for the Participating Schools for the 2018-2019 School Year;

**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;

**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;

**WHEREAS**, the Parties have extended the Nurse Enhancement Initiative for the Participating Schools through a series of amendments: (a) Amendment No. 2, dated as of September 19, 2019, for the 2019-2020 School Year, (b) Amendment No. 3, dated as of August 19, 2020, for the 2020-2021 School Year, (c) Amendment No. 4, dated as of July 21, 2021, for the 2021-2022 School Year, (d) Amendment No. 5, dated July 26, 2022, for the 2022-2023 School Year, (e) Amendment No. 6, dated July 28, 2023, for the 2023-2024 School Year, and (f) Amendment No. 7, dated as of July 10, 2024, for the 2024-2025 School Year;

**WHEREAS**, due to the continued success of the Nurse Enhancement Initiative services, the Parties wish to provide the Nurse Enhancement Initiative for the 2025-2026 School Year;

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2025-2026 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

**WHEREAS**, MBCEF shall provide funding to TCT for the 2025-2026 Nurse Enhancement Initiative in the amount of \$8,750.00.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, 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:

(a) Paragraph 3 of the MOU is hereby amended to read as follows:

On or before ~~October 31, 2024~~ October 31, 2025, the Participating Municipalities shall provide their proportionate share of the funds for the ~~2024-2025~~ 2025-2026 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 ~~2024-2025~~ 2025-2026 School Year shall be paid by ~~October 31, 2024~~ October 31, 2025, in the following

~~amounts for 44 weeks, from October 1, 2024 to June 5, 2025~~ October 1, 2025 to June 5, 2026  
~~and August 1, 2025 to September 30, 2025~~ August 1, 2026 to September 30, 2026:

- i) CMB shall provide funding in the amount of \$19,250;
- ii) NBV shall provide funding in the amount of \$8,250;
- iii) TBHI shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) TS shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
- v) BHV shall provide funding in the amount of \$10,140 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

(b) The following Paragraphs 8-11 are hereby added to the Agreement:

8. MBCEF agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Anti-Human Trafficking Affidavit, containing the certification of compliance with anti-human trafficking laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as Exhibit "A".

9. MBCEF warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, MBCEF hereby certifies that MBCEF is not currently engaged in, and for the duration of the Agreement, will not engage in a boycott of Israel.

10. MBCEF warrants and represents that, within two (2) years prior to the Effective Date, MBCEF has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.
- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

11. MBCEF hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be

amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. MBCEF warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of MBCEF to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as Exhibit "B".

- (c) Exhibit "A" attached hereto is hereby attached to the Agreement.
- (d) Exhibit "B" attached hereto is hereby attached to the Agreement.

3. **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

\_\_\_\_\_  
Rafael E. Granado, City Clerk

By: \_\_\_\_\_  
Eric T. Carpenter, P.E.  
City Manager

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

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*10/* *Steven Roth* *08/01/25*  
City Attorney *ES* Date

**ATTEST:**

**NORTH BAY VILLAGE, FLORIDA**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Village Clerk

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

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

Name: \_\_\_\_\_

Title: Village Manager

**ATTEST:**

**TOWN OF BAY HARBOR ISLANDS,  
FLORIDA**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Clerk

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

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

Name: \_\_\_\_\_

Title: Mayor/Town Manager

**ATTEST:**

**TOWN OF SURFSIDE, FLORIDA**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Clerk

Title: Mayor/Town Manager

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

**ATTEST:**

**BAL HARBOUR VILLAGE, FLORIDA**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Town Clerk

Title: Mayor/Village Manager

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

**ATTEST:**

**MIAMI BEACH CHAMBER EDUCATION  
FOUNDATION, INC., a Florida not-for-profit  
corporation**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Brittnie Bassant, President & CEO

**EXHIBIT "A"**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of MBCEF hereby attests under penalty of perjury that MBCEF does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of MBCEF.

**MBCEF:**

Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation.

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Address) \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_, of Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

**NOTARY PUBLIC:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

**EXHIBIT "B"**

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN  
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of MBCEF, hereby attests under penalty of perjury that MBCEF does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) MBCEF is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in MBCEF; or (c) MBCEF is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of MBCEF.

MBCEF:

Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation.

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, as \_\_\_\_\_, of Miami Beach Chamber Education Foundation, Inc., a Florida not-for-profit corporation, known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_