

RESOLUTION NO. 2026-3562

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 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 neighboring municipalities located within Miami-Dade County; 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 \$100,214.40 per year, to be shared equally by the Town, Bal Harbour and Bay Harbor Islands in the amount of \$33,404.80 each; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding together with Bal Harbour and Bay Harbor Islands, in substantially the form attached hereto as Exhibit "A," for the purpose of contributing equally in the approximate amount of \$33,404.80 each towards the cost of the additional Resource Officer (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 \$33,404.80 toward the cost of the additional Resource Officer at the 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 this 3rd day of September, 2026.

Motion By: Commissioner Vildostegui

Second By: Commissioner Weingot

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner Dovid Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

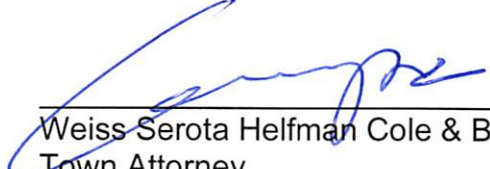



Shlomo Danzinger, Mayor

ATTEST:


for 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

**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 _____ 2026 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 \$100,214.40 per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$33,404.80 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 share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost

¹ The anticipated Town appointed Resource Officer expense is \$100,214.40 divided by 3 (Bay Harbor/ Bal Harbour/ Surfside) equals \$33,404.80 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 \$33,404.80 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's 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: _____
Lindsley Noel, Town Manager

Date: _____

Town of Surfside, Florida

By: _____
Sandra N. McCreedy, Acting Town Manager

Date: _____

Village of Bal Harbour, Florida

By: _____
Jorge Gonzalez, Village Manager

Date: _____

Memorandum of Understanding

SCHOOL BASED LAW ENFORCEMENT OFFICERS

THIS AGREEMENT, made and entered into this 30th day of October, 2025, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), through The Miami-Dade Schools Police Department ("MDSPD") and the Town of Bay Harbor Islands ("BHIPD"), through the Bay Harbor Islands Police Department (also referred to as "Law Enforcement Agency"), together referred to as "the Parties."

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding ("MOU") to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of School Based Law Enforcement Officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") as listed in item 9 below and in accordance with the terms set out below.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct are the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as "FERPA"), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida's Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes. With regard to juvenile information obtained by the Law Enforcement Agency, the Law Enforcement Agency agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.
4. SBLEOs shall adhere to their respective Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).
5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.
6. The Law Enforcement Agency and the assigned SBLEO shall abide by state law 1006.07(4) F.S. and be physically present on campus and directly involved in the execution of all active assailant emergency drills.

7. To ensure, as the entity responsible for maintaining records relating to training of BHIPD personnel, that all BHIPD officers assigned as SBLEOs have mental health completed crisis intervention training (CIT), as specified in section 1006.12, Florida Statutes, prior to their assignment as SBLEOs. This includes that for each SBLEO participating in covering a school shall, prior to being selected as an SBLEO for this detail, have completed CIT and provide a copy of his or her certificate of completion to the principal of Ruth K Broad/Bay Harbor K-8 Center. Any request related to CIT certification of BHIPD SBLEOs by the Florida Auditor General's Office or the Florida Department of Education shall be directed to BHIPD, as the entity responsible for maintaining records relating to training. Failure to comply with the above will result in non-payment for SBLEO services rendered by officers with no proof of CIT.
8. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her primary supervisor shall be designated by the Law Enforcement Agency.
9. To ensure all threats occurring on any MDCPS property, including threats made against individuals or the school entity, are reported to MDSPD, as specified in Section 1006.13(4)(a), Florida Statutes.
10. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD officer shall be present at Ruth K Broad/Bay Harbor K-8 Center, located at 1155 93 Street, Bay Harbor Islands, FL, during the entirety of the school day. Furthermore, MDSPD agrees that one (1) MDSPD officer also be present at Ruth K Broad/Bay Harbor K-8 Center during the entirety of the school day. For the purposes of this MOU, a "school day" is defined as a weekday in which school is in regular session, from the hours of 7:00am to 3:00pm or 8:00am to 4:00pm, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.
11. The Law Enforcement Agency agrees to notify the school Principal and MDSPD at least 24 hours in advance if the SBLEO is unable to report for duty or is required to leave the school campus during the school day. Notifications shall be made to the following email address: police@dadeschools.net.

Force Majeure and Warranties

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any the Parties.

Indemnification and Duty to Defend

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated

with any suit, action, or claim for damages arising from the performance of this Agreement. Furthermore, each party agrees to indemnify the other party as set forth below.

Subject to the limitations of Florida Statutes Section 768.28, BHIPD agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of BHIPD, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend BHIPD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

Public Records

Both parties understand the broad nature of Florida's public records laws and agree to comply with the laws related to record retention and disclosure, in accordance with Chapter 119, Florida Statutes.

Notifications

Pursuant to 1006.07(9), the District is required to report all incidents occurring on the school campus related to safety and discipline, and does so through MDSPD generated police reports. When the SBLEO learns of an incident which requires him/her to take lawful action and/or write a police report, the SBLEO must call 305-995-2677 (COPS) and report such incident. A MDSPD supervisor will advise the SBLEO and a MDSPD unit will respond to handle the call for service and write a police report, unless otherwise determined. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration. Any reports generated in conjuncture with this term must be categorized as "Assist other Agency."

Term of the MOU

Such activities are fully described herein below for a term of three years concurrent with the School Board's Fiscal Calendar Years 2025-2026 through 2029-2028, which commences on July 1, 2025, and shall continue in full force and effect until June 30, 2030, unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Chief Ivan E. Silva
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for BHIPD for all purposes under this agreement and for all noticed hereunder shall be:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
ATTN: Lindsley Noel, Town Manager

With a copy to: Morris G. (Skip) Miller, Esq.
Greenspoon Marder LLP
200 East Broward Blvd, Suite 1800
Fort Lauderdale, FL 33301

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: <u><i>Jose L. Dotres</i></u> <u>10/30/2025</u> Dr. Jose L. Dotres Date Superintendent of Schools or Designee Jose Bueno Designee	TOWN OF BAY HARBOR ISLAND BY: _____ Lindsley Noel Date Town Manager Attest: <u><i>Evelyn Herbello</i></u> <u>02/05/2026</u> Evelyn Herbello Date Town Clerk
SUBMITTED BY: <u><i>Ivan E. Silva</i></u> <u>10/06/2025</u> Ivan E. Silva Date Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD CONTINGENT UPON EXECUTION OF A WAIVER <u><i>Joshua Hubner</i></u> <u>10/23/25</u> Assistant School Board Attorney Date	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY <u><i>Morris G. (Skip) Miller, Esq.</i></u> <u>2-3-26</u> Morris G. (Skip) Miller, Esq. Date Town Attorneys <i>for Greenspan Manda LLP</i>
OFFICE OF RISK AND BENEFITS MANAGEMENT <u><i>Michael G. Fox</i></u> _____ Michael G. Fox Date Risk and Benefits Officer Location: Office of Risk and Benefits Management Date: 2025 10 06 12 00 30 04 00	BAY HARBOR ISLANDS POLICE DEPARTMENT _____ Luis E. Alvarez Date Chief of Police

Chauvina Mont Procurement Mgmt
 10/14/2025