

RESOLUTION NO. 14- 2219

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) SUPPORTING THE EXPANSION OF THE SCHOOL NURSE SYSTEM IN THE TOWN OF SURFSIDE; JOINING THE TOWN OF BAY HARBOR ISLANDS, NORTH BAY VILLAGE, BAL HARBOUR VILLAGE AND THE CITY OF MIAMI BEACH IN FUNDING, NOT TO EXCEED \$3667.00 FROM THE FY BUDGET 2014-2015, A NURSE AND MEDICAL ASSISTANTS FOR RUTH K. BROAD K-8 CENTER, NORTH BEACH ELEMENTARY, AND TREASURE ISLAND ELEMENTARY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission joins the Town of Bay Harbor Islands, North Bay Village, Bal Harbour Village, and the City of Miami Beach in funding and implementing a Nurse Initiative program to provide a Registered Nurse to rotate among the three (3) participating schools and a medical assistant at each participating school; and

WHEREAS, the Nurse Initiative was a success during the 2013-2014 School Year and as a result the participating municipalities wish to fund and implement the same Nurse Initiative for the 2014-2015 School Year; and

WHEREAS, the Nurse Initiative Program for the 2-14-2015 School Year will be established as provided for herein and pursuant to the attached Memorandum of Understanding (attached hereto as Exhibit “A”); and

WHEREAS, the proportionate share of the cost for the Town of Surfside will be \$3667.00; and

WHEREAS, the Town of Surfside and its residents should continue to benefit from having a nurse and medical assistance available for the children attending the participating schools.

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

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

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Town Manager and Town Clerk to take any action necessary to implement and execute the Memorandum of Understanding (attached hereto as Exhibit “A”).

Section 3. Expenditure of Funds. The Town Manager and/or his designee are authorized to expend funds not to exceed \$3667.00 from the FY Budget 2014-2015 for the purposes set forth herein.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11 day of March 2014.

Motion by Commissioner Kligman second by Vice Mayor Karukin.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	<u>yes</u>
Commissioner Michelle Kligman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Michael Karukin	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>




Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Town Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
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 TO IMPLEMENT A
NURSE INITIATIVE FOR SCHOOL YEAR 2014-2015**

This is a Memorandum of Understanding ("MOU") made and entered into this ___ day of _____, 2014, by and between the **City of Miami Beach ("CMB")**, **North Bay Village ("NBV")**, the **Town of Bay Harbor Islands ("TBHI")**, the **Town of Surfside ("TS")**, **Bal Harbour Village ("BHV")**, and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative as provided herein, and as to be provided in an agreement. between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

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 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 ("2013-2014 Nurse Initiative MOU") to provide healthcare services to the Participating Schools during the 2013-2014 School Year; and

WHEREAS, due to the success of the Nurse Initiative during the 2013-2014 School Year, the Parties wish to implement another Nurse Initiative for the 2014-2015 School Year for the Participating Schools; and

WHEREAS, a Nurse Initiative program should be established at the Participating Schools for School Year 2014-2015 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide for a Nurse Initiative for the Participating Schools during the 2014-2015 school year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the approximate amount of \$98,000 for the Nurse Initiative and whereby **TCT** shall provide all salaries, fringe benefits, and costs of operations for a Health Connect in Our Schools (“**HCIOS**”) Suite which will provide on-site healthcare services during the 2014-2015 School Year at the Participating Schools (“2014-2015 Nurse Initiative”) and shall provide certain schedules and reports as follows:
 - a) A full-time shared Registered Nurse who shall rotate between the three Participating Schools so that accessibility is equal amongst them pursuant to a detailed schedule that shall be provided to all of the Participating Municipalities on a weekly basis during the 2014-2015 School Year;
 - b) A full-time on-site Medical Assistant at each of the Participating Schools;
 - c) A Social Worker already funded by Miami-Dade County Public Schools at each of the Participating Schools;
 - d) A monthly report of services provided at each of the Participating Schools shall be provided to the Participating Schools and to **MBCEF**; and
 - e) A monthly and an annual report shall be provided to the **Participating Municipalities** and to **MBCEF** documenting the percent of students returning to class after all nurse visits at the Participating Schools.
2. On or before September 1, 2014, **MBCEF** shall provide funding for the 2014-2015 Nurse Initiative from: (a) the unused funds provided by the Parties pursuant to the 2013-2014 Nurse Initiative MOU, which shall be carried over for use during the 2014-2015 School Year, and (b) the Aetna Voices of Health Award (\$30,000.00).
3. On or before October 31, 2014, the **Participating Municipalities** shall provide their proportionate share of funds for the 2014-2015 Nurse Initiative to **MBCEF**, which funds **MBCEF** shall hold in escrow pending the execution of its agreement with **TCT** referenced in paragraph 1. The **Participating Municipalities’** proportionate share of funding for the 2014-2015 School Year, in addition to the carried over funds specified in paragraph 2, shall be paid by October 31, 2014 in the following amounts:

- 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 \$3,667;
- iv) **TS** shall provide funding in the amount of \$3,667; and
- v) **BHV** shall provide funding in the amount of \$3,667;

except that **BHV** shall provide its payment of \$3,667 by September 30, 2014. The funding provided by the **Participating Municipalities** and **MBCEF** shall be made by checks made payable to Miami Beach Chamber Education Foundation, Inc.

4. **MBCEF** shall serve as the fiscal agent to collect the funds required to be paid in paragraph 3 above and shall disperse such funds to **TCT** after entering into the agreement with **TCT** referenced in paragraph 1 and upon receipt of invoices from **TCT**.
5. **MBCEF** shall indemnify and hold harmless the **Participating Municipalities** and their respective officers employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the **Participating Municipalities** or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this MOU by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** shall pay claims and losses in connection therewith and shall investigate and defend all claims suits or actions of any kind or nature in the name of the **Participating Municipalities**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.
6. In the event that any of the provisions in this MOU are not performed, or if the 2014-2015 Nurse Initiative is terminated after funds have been dispersed to **MBCEF** as provided in paragraphs 3 and 4, then **MBCEF** shall promptly reimburse each of the **Participating Municipalities** their proportionate share of unused funds. If any funds remain unused at the end of the 2014-2015 School Year, and if all of **Participating Municipalities** agree to implement a Nurse Initiative for the 2015-2016 School Year, then **MBCEF** may, as directed by the **Participating Municipalities**, hold such unused funds in escrow to be applied toward the 2015-2016 Nurse Initiative and credited toward each of the **Participating Municipalities'** proportionate share of the 2015-2016 Nurse Initiative.

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, a Municipal Corporation of The State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

Approved as to form and
Language for execution

ATTEST:

NORTH BAY VILLAGE, a Municipal Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a Municipal Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

TOWN OF SURFSIDE, A Municipal Corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Approved as to form and
Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a Municipal Corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Approved as to form and
Legal sufficiency

ATTEST:

MIAMI BEACH CHAMBER EDUCATION FOUNDATION

By: _____

By: _____

Approved as to form and
Legal sufficiency

2012-13 SCHOOL NURSE INITIATIVE PROGRAM

Income

HFSF Grant Management	27,900.00	
North Bay Village	12,999.00	
Town of Surfside	7,222.00	
Town of Bay Harbor Islands	7,222.00	
Bal Harbor Village	7,222.00	
City of Miami Beach	30,500.00	
Aetna Voices of Health Competition	<u>30,000.00</u>	
Income Collected		123,065.00
Receivables -HFSF (62,000 - 27,900)		<u>34,100.00</u>

Total Expected Income 157,165.00

Expenses

Children's Trust	30,000.00	
Payables - Children's Trust (95,000 - 30,000)	<u>65,000.00</u>	

Total Expected Expense 95,000.00

Expected Net Income 62,165.00