

RESOLUTION NO. 15 – 2305

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) 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, INC., TO IMPLEMENT A NURSE INITIATIVE FOR THE 2015-2016 SCHOOL YEAR AND AUTHORIZING THE APPROPRIATION OF \$3,667.00 FROM THE FISCAL YEAR 2015-2016 ANNUAL BUDGET FOR THE TOWN OF SURFSIDE'S PROPORTIONATE SHARE OF FUNDING FOR THE NURSE ENHANCEMENT INITIATIVE SUBJECT TO APPROVAL IN THE TOWN'S FISCAL YEAR 2015-2016 ANNUAL BUDGET; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission joined the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, and Bal Harbour Village (“Participating Municipalities”) 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 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 youth; and

**WHEREAS**, in the 2013-14 School Year, a municipal Nurse Initiative was implemented pursuant to a Memorandum of Understanding between the Participating Municipalities to provide a Health Connect in Our Schools (“HCIOS”) team of professionals including a shared Registered Nurse, a full-time Medical Assistant, and a social worker which is already funded by Miami-Dade County Public Schools for the 2013-2014 School Year and the 2014-2015 School Year; and

**WHEREAS**, the benefits of HCIOS health teams include: a coordinated level of schoolbased healthcare, expanded health screenings, and assessments with access to follow-up care, mental and behavioral health services to identify and solve student health and educational issues, nutrition and health counseling, health services for uninsured students with no other option for access to health care, emergency first aid/CPR, and chronic disease management; and

**WHEREAS**, utilization of the HCIOS have remained high throughout the 2014-2015 school year, with 52 percent of the 3,044 students utilizing the services from August 2014

August 2014 through February 2015, an average of eleven visits per day per school resulting in 3,836 visits this school year; and

**WHEREAS**, due to the success of the Nurse Initiative during the 2013-2014 School Year and the 2014-15 School Year, the Town of Surfside and the other Participating Municipalities wish to support an enhanced nurse initiative (“Nurse Enhancement Initiative”) for the 2015-2016 School Year because the basic healthcare services previously funded in the prior Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”), and The Children’s Trust will now be provided by The Children’s Trust via the School Health Programs; and

**WHEREAS**, the Town’s proportionate share for the Nurse Enhancement Initiative is \$3,667 for the 2015-16 School Year and will not be due to be paid until October 31, 2015; and

**WHEREAS**, the funds for the Town’s proportionate share will be subject to approval in the Town’s FY 2015-2016 Annual Budget; and

**WHEREAS**, The Children’s Trust has committed to fund the School Health Programs at all Miami Beach feeder schools through the end of the 2017-2018 School Year; and

**WHEREAS**, the funding provided by the Participating Municipalities will enhance The Children’s Trust School Health Programs for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “Schools”), to include, but not be limited to, services such as behavioral health and/or tele health/telemedicine each week during the 2015-2016 School Year at each of the Schools; and

**WHEREAS**, The Children’s Trust funding will provide for a full-time registered nurse and/or licensed practical nurse at each of the Schools for the 2015-2016 School Year; and

**WHEREAS**, as of April 2015, each of the Participating Municipalities has committed approximate funding for the Nurse Enhancement Initiative for the 2015-2016 School Year, subject to their respective budget approvals, as follows: City of Miami Beach \$15,400, Town of Surfside \$3,667,00 Town of Bay Harbor Islands \$3,667, Bal Harbour Village \$3,667, and North Bay Village \$6,600; and

**WHEREAS**, the MBCEF will serve as the fiscal agent to collect the funds from the Participating Municipalities and will disperse the funds to The Children’s Trust; and

**WHEREAS**, on or before October 31, 2015, the Participating Municipalities shall provide their proportionate share of funds for the 2015-2016 Nurse Enhancement Initiative to MBCEF, which funds MBCEF shall hold in escrow pending the execution of its agreement with The Children’s Trust; and

**WHEREAS**, it is anticipated that a Memorandum of Understanding (“MOU”) will be entered into between the City of Miami Beach, the Miami Beach Chamber Education Foundation, Inc., The Children’s Trust, North Bay Village, the Town of Surfside, the Town of Bay Harbor Islands, and Bal Harbour Village, with the Participating Municipalities contributing

their proportionate share of the costs to support the Nurse Enhancement Initiative program for the 2015-2016 School Year; and

**WHEREAS**, the proportionate share of the cost for the Town of Surfside will be \$3,667.00; and

**WHEREAS**, the MOU may be extended for up to two additional School Years in 2016-2017 and/or 2017-2018, pending available funding from the Participating Municipalities; 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.** The Town Commission hereby authorizes the Mayor to enter into the 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, Inc., to implement a Nurse Initiative for 2015-2016 school year (Attached hereto as Attachment "A").

**Section 3. Implementation.** The Town Commission authorizes and approves the Town Manager and/or his designee to take any action necessary to implement and execute this Memorandum of Understanding.

**Section 4. Expenditure of Funds.** The Town Manager and/or his designee are authorized to expend funds not to exceed \$3,667.00 from the FY Budget 2015-2016 for the purposes set forth herein, subject to approval in the Town's FY 2015-2016 Annual Budget.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this 9<sup>th</sup> day of June 2015.

Motion by Commissioner Oldryk.

Second by Commissioner Cohen.



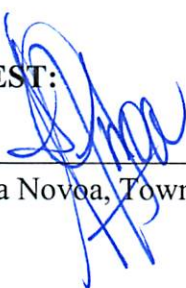
**FINAL VOTE ON ADOPTION**

Commissioner Barry R. Cohen  
Commissioner Michael Karukin  
Commissioner Marta Olchyk  
Vice Mayor Eli Tourgeman  
Mayor Daniel Dietch

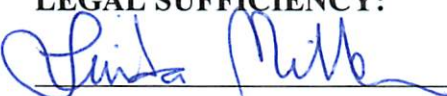
yes  
yes  
yes  
yes  
Absent

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, 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 ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2015-2016**

This is a Memorandum of Understanding ("MOU") made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, 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 and 2014-2015 School Years, the Parties wish to implement an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015-2016 School Year for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the Miami Beach Chamber Education Foundation, Inc., and The Children's Trust, will now be provided by The Children's Trust via the new School Health Programs; and

**WHEREAS**, the Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2015-2016 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

Enhancement Initiative for the Participating Schools during the 2015-2016 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide funding in the approximate amount of \$\_\_\_\_\_ for services including, but not limited to behavioral health and/or telehealth/telemedicine and shall provide certain schedules and reports as follows:
  - a) A monthly report of services provided at each of the **Participating Schools** shall be provided to the Participating Schools and to **MBCEF**; and
  - b) 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 visits relative to the above services at the **Participating Schools**.
2. On or before November 10, 2015, **MBCEF** shall provide funding to **TCT** for the 2015-2016 Nurse Initiative from the Aetna Voices of Health Award in the amount of \$7,000.
3. On or before October 31, 2015, the **Participating Municipalities** shall provide their proportionate share of funds for the 2015-2016 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. The **Participating Municipalities'** proportionate share of funding for the 2015-2016 School Year shall be paid by October 31, 2015 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;
4. **MBCEF** shall serve as the fiscal agent to collect the funds to be paid as provided 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 one or more of the **Participating Municipalities** is not able to secure funds for their respective proportionate share of funding as provided in paragraph 3, then the remaining contributing **Participating Municipalities** may, in coordination with the **MBCEF**, adjust the services to be provided through the Nurse Enhancement Initiative.
  
7. In the event that any of the provisions in this MOU are not performed, or if the 2015-2016 Nurse Enhancement 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 combination or all of the **Participating Municipalities** agree to implement a Nurse Enhancement Initiative for the 2016-2017 and/or 2017-2018 School Years, then **MBCEF** may, as directed by the **Participating Municipalities** that agree to implement a 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2016-2017 and/or 2017-2018 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2016-2017 and/or 2017-2018 Nurse Enhancement 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 and 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

\_\_\_\_\_