

RESOLUTION NO. 16 – 2377

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE VILLAGE OF BAL HARBOUR AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION; TO SUPPORT AND ENHANCE THE NURSE INITIATIVE FOR 2016-2017 SCHOOL YEAR; AUTHORIZING THE APPROPRIATION OF \$3,667.00 FROM THE FISCAL YEAR 2016-2017 ANNUAL BUDGET FOR THE TOWN OF SURFSIDE'S PROPORTIONATE SHARE OF FUNDING FOR THE NURSE ENHANCEMENT INITIATIVE; SUBJECT TO APPROVAL IN THE TOWN OF SURFSIDE FISCAL YEAR 2016-2017 ANNUAL BUDGET; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution No. 15-2305, the Town of Surfside authorized the Nurse Enhancement Initiative for the 2015-2016 School Year, which provides on-site healthcare services, including behavioral health services, to the Ruth K. Broad Bay Harbor K-8 Center and other public schools in the nearby area through a Memorandum of Understanding ("MOU") between the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, the Village of Bal Harbour ("participating municipalities") and the Miami Beach Chamber Education Foundation, Inc.; and

**WHEREAS**, due to the success of the Nurse Enhancement Initiative for the School-Year 2015-2016, the Town wishes to continue the program for the 2016-2017 School Year; and

**WHEREAS**, as of April 2016, the participating municipalities have committed approximate funding for the Nurse Enhancement Initiative for the 2016-2017 school year, subject to their respective budget approvals, as follows: City of Miami Beach \$15,400.00, Town of Surfside \$3,667.00, Town of Bay Harbor Islands \$3,667.00, Bal Harbour Village \$3,667.00, and North Bay Village \$6,600.00; and

**WHEREAS**, the proportionate share of the cost for the Town of Surfside is \$3,667.00 for the 2016-2017 School Year will be due on October 31, 2016; and

**WHEREAS**, the funds for the Town's proportionate share will be subject to approval in the Town's Fiscal Year 2016/2017 Annual Budget; and

**WHEREAS**, the 2016-2017 MOU between the City of Miami Beach, the Miami Beach Chamber Education Foundation, Inc., North Bay Village, the Town of Surfside, the Town of Bay Harbor Islands, and the Village of Bal Harbour articulates that each participant will contribute

their proportionate share of the costs to support the Nurse Enhancement Initiative program for the 2016-2017 School Year; and

**WHEREAS**, the MOU may be extended for up to one additional school year in 2017-2018, pending available funding from the Participating Municipalities; and

**WHEREAS**, it is in the best interest of the health and public welfare of the Town of Surfside to enter into the MOU and provide funding to continue on-site healthcare services to public school students in our area.

**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 Enhancement Initiative for 2016-2017 school year (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 (Attachment "A").

**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 Fiscal Year Budget 2016/2017, subject to approval in the Town's Fiscal Year 2016/2017 Annual Budget.

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

**PASSED and ADOPTED** on this 14<sup>th</sup> day of June, 2016.

Motion by Commissioner Karukin,  
Second by Commissioner Paul.

**FINAL VOTE ON ADOPTION**

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>Absent</u>
Mayor Daniel Dietch	<u>yes</u>

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

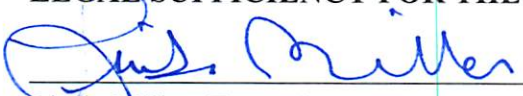
**ATTEST:**



---

Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



---

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 2016-2017**

This is a Memorandum of Understanding ("MOU") made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, 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 to provide healthcare services to the Participating Schools during the 2013-2014 School Year; and

**WHEREAS**, a subsequent Nurse Initiative Memorandum of Understanding was entered into on April 14, 2014 to continue to provide healthcare services to the Participating Schools during the 2014-2015 school year; and

**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 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, are now provided by The Children's Trust via the new School Health Programs; and

**WHEREAS**, due to the success of the Nurse Enhancement Initiative established at the Participating Schools for School Year 2015-2016, the parties wish to continue the enhanced nurse initiative for the 2016-2017 School Year; and

**WHEREAS**, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2016-2017 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 2016-2017 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services including, but not limited to, behavioral health and/or telehealth/telemedicine and **TCT** 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 11, 2016, **MBCEF** shall provide funding to **TCT** for the 2016-2017 Nurse Initiative from the Aetna Voices of Health Award in the amount of \$7,000.
3. On or before October 31, 2016, the **Participating Municipalities** shall provide their proportionate share of funds for the 2016-2017 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 2016-2017 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 pursuant to another written agreement or memorandum of understanding.
  
7. In the event that any of the provisions in this MOU are not performed, or if the 2016-2017 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 2017-2018 School Year, then **MBCEF** may, as directed in writing by the **Participating Municipalities** that agree to implement a 2017-2018 Nurse Enhancement Initiative, hold any unused funds in escrow to be applied toward the 2017-2018 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share of funding for the 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

\_\_\_\_\_  
**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

\_\_\_\_\_