

RESOLUTION NO. 2019-2615

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS RELATING TO A SCHOOL ADDRESS VERIFICATION PLAN CONTRIBUTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”), the Village of Bal Harbour, and the Town of Bay Harbor Islands (collectively, the “Tri-Cities”) are municipalities located within Miami-Dade County, Florida that border each other; and

WHEREAS, many children who are residents of the Tri-Cities attend Ruth K. Broad K-8 Center School (the “School”), which is located in the Town of Bay Harbor Islands; and

WHEREAS, the Town of Bay Harbor Islands executed a Program Grant Agreement with the Miami-Dade County School Board (the “School Board”) for an Address Verification Plan (the “Verification Plan”) in order to allow the School Board to take certain efforts to ensure that only children who have a primary residence within the School’s attendance boundaries attend the School; and

WHEREAS, the School Board requires an extra part-time employee to administer the Verification Plan and a \$10,000 contribution in order to fund the employee (the “Employee Contribution”); and

WHEREAS, the Tri-Cities wish to equally share the cost of the Employee Contribution as the Verification Plan will benefit the children who reside in the Tri-Cities; and

WHEREAS, the Town Commission finds that approving a Memorandum of Understanding (the “Agreement”) in substantially the form attached hereto as Exhibit “A,” among the Tri-Cities for purposes of sharing in the cost of the Verification Plan is in the best interest and welfare of the Town.

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

Section 1. Recitals. That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Town Manager is hereby authorized to execute the Agreement, subject to approval by the Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Town Manager and/or designee are authorized to expend budgeted funds and take any and all action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED on this 10th day of September, 2019.

Moved By: Commissioner Paul

Second By: Commissioner Karukin

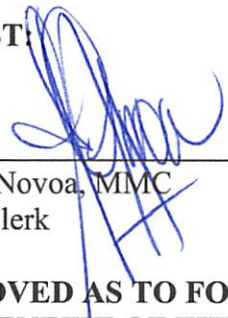
FINAL VOTE ON ADOPTION

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



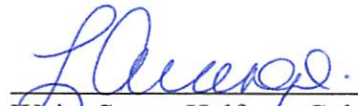
Daniel Dietch
Mayor

ATTEST:



Sandra Novoa, 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 _____, 2019 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 executed a Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan ("Verification Plan") with the Miami-Dade County School Board ("School Board") in which, the School Board shall take certain efforts to ensure that only children who have a primary residence within the School's attendance boundaries attend the School; and

WHEREAS, the School Board informed Bay Harbor Islands that it requires an extra part-time employee to administer the Verification Plan and that the School Board requires a \$10,000.00 contribution in order fund its extra part-time employee ("Employee Contribution"); and

WHEREAS, the Parties wish to equally share the cost of the Employee Contribution as the part-time employee will benefit the children who reside within the School boundaries in Surfside, Bal Harbour, and Bay Harbor Islands and attend the School; 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 Employee Contribution.
3. The Employee Contribution applicable to each Party is \$3,333.33¹
4. Bal Harbour, Bay Harbor Islands, and Surfside's obligations under this MOU are solely limited to their financial contribution of \$3,333.33, each. Nothing in this agreement permits, and Bal Harbour, Bay Harbor Islands, and Surfside do not have the ability to exercise, any control over

¹ The anticipated Employee Contribution of \$10,000.00 divided by 3 equals \$3,333.33.

any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bal Harbour, Bay Harbor Islands, or Surfside; or b) Bal Harbour, Bay Harbor Islands, or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, 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 the Verification Plan, a copy of which is attached hereto as Composite Exhibit "A."

Town of Bay Harbor Islands, Florida

By: 

J.C. Jimenez, Town Manager

Date: 8/12/19

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

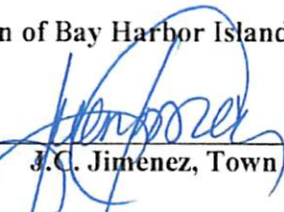
By: _____

Date: _____

any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bal Harbour, Bay Harbor Islands, or Surfside; or b) Bal Harbour, Bay Harbor Islands, or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, 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.

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Town of Bay Harbor Islands, Florida

By:  _____
J.C. Jimenez, Town Manager

Date: 8/12/19

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any part-time (or full time) person(s) employed by the School Board. Under no circumstance shall this MOU provide the basis for any claim that: a) the part-time School Board employee is an employee or agent of Bal Harbour, Bay Harbor Islands, or Surfside; or b) Bal Harbour, Bay Harbor Islands, or Surfside are a "joint employer" of the School Board's part-time employee or are in any way responsible for the actions or inactions of the School Board's part-time employee. The School Board shall be solely responsible for the employment of the School Board's part-time employee and payment of salary, wages, and fringe benefits, if any, to the School Board's part-time employee. The School Board shall be solely responsible for any employment based claims made by the School Board part-time employee, 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.

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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 the Verification Plan, a copy of which is attached hereto as Composite Exhibit "A."

Town of Bay Harbor Islands, Florida

By:  _____
J.C. Jimenez, Town Manager

Date: 8/12/19

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2018, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("School Board"). (The Town and School Board shall be collectively referred to as the "Parties" or, individually, as a "Party").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing June 1, 2018 and continuing during the Term, the Parties shall implement the Town of Bay Harbor Islands Address Verification Plan ("Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth herein, and in Exhibit "A," hereto. Any amendments to the Plan must be agreed to in writing by the Parties. The funding amounts shall be finalized ninety (90) days prior to the commencement of a school year.

(b) The School Board agrees to administer the Plan commencing on June 1, 2018 at the Ruth K. Broad Bay Harbor K-8 Center (the "School"). The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the Term, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of **approved** Students whose Primary Residence is outside of the Boundary ("Report"). The School Board shall provide to the Town with an updated Report, quarterly, that shall include the progress and results of the implementation of the Plan and the items set forth in Section 1(c)(2), below. The Report shall break down the data for the School on the Boundary. The Parties agree that the Report(s), the Plan, and the activities required by this Agreement shall comply with the privacy requirements of the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at <http://www.neola.com/miamidade-fl/>. The Parties acknowledge and agree that other than as

contained in the Report(s), a Student's personal information "Personal Information") shall not be provided to the Town.

(1) The Report(s) shall include the following information, if applicable (Exhibit "D"):

- a. Number of letters mailed to Students enrolled;
- b. Number of letters returned after mailing;
- c. Number of students residing outside the Boundary;
- d. Number of transfer Students;
- e. Number of Students transferred to their home school;
- f. Number of Students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By October 15 of every school year during the Term, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

Section 2. Funding

(a) The Parties agree that the School Board shall utilize the Lexis/Nexis software ("Software") for address verification purposes and the Town shall reimburse the School Board for all expenses related to the Software, up to the amount of \$1,500.00, each School year without prior written permission. After spending more than \$1,500.00 during each School year, the School Board shall seek approval of the Town, for block increments of \$1,000.00, per increment. The School Board shall obtain consent from the Parent(s) who register the Student prior to conducting an address verification using the Software. The sample consent form is attached hereto and incorporated herein as Exhibit "D". The consent form shall be included in the registration package.

All results obtained based on the address verification conducted utilizing the program must be verified prior to taking further action.

(b) The Parties agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town fails to provide adequate funding for the use of Software in any School Year, the School Board shall have no obligation to carry out the

Plan.

(c) Town agrees to reimburse the School Board for the verification letters mailed by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2018-2019 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863

cc: Frank C. Simone, Esq.
Assistant Town Attorney
701 Brickell Avenue, Suite 1550
Miami, FL 33131
Phone: 305-221-8000
Email: Frank@franksimone.com

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2018.

**PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**


**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

(as to the School Board):



School Board Attorney Date

11/6/18

BY: 

(Superintendent of Schools or Designee)
Tabitha G. Fazzino
DESIGNEE

Date: 12/3/18

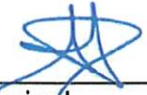
SUBMITTED BY:

Charge Location Administrator Date



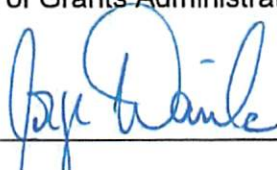
Office of Grants Administration Date

11/20/18




Principal Date

11/14/18



Risk Management Date

11/5/18



Region Date

11/19/18

PROGRAM GRANT AGREEMENT

FOR

TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: 
STEPHANIE BRUDER
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS


FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY

EXHIBIT "A"

Town of Bay Harbor Islands Address Verification Plan

Pursuant to School Board Policy 5112, the School Board shall verify the Primary Residence of all Students, except the School teachers' children, approved transfers, or Town employees approved pursuant to School Board Policy 5120, through Welcome Letters, Verification Letters, and the Software.

Welcome Letters

On or before March 1, 2018 and each School year thereafter, the School Board shall send the welcome letter similar to the letter attached hereto as Exhibit "B" to all Parent(s) ("Welcome Letter"). In the event that a Welcome Letter is returned to the School Board or School as undelivered (a "Returned Letter"), the School Board shall send a Verification Letter (Exhibit "C") within fourteen (14) days of its receipt of a Returned Letter.

Verification Letters

In the event that the School Board or School receives a Returned Letter or other information that may lead to a reasonable suspicion that a Student does not have a Primary Residence within the Boundary, the School Board shall verify the Primary Residence by sending a letter similar to the letter attached to Exhibit "B" to all Parent(s) ("Verification Letter"). The Verification Letter shall request information to verify the Primary Residence pursuant to School Board Policy 5112. Response to the Verification Letter shall be due no later than 30 days from date of mailing. The Verification Letter(s) shall be mailed to the residence designated by the Parents. If the content of the Verification attached Letter is revised substantially, the School Board shall provide a copy to the Town before mailing for the Town's review. The Verification Letter shall be mailed by priority mail with a tracking number to the Parents at the expense of the Town.

Review of Verification Documents

The School Board shall review all verification documents provided by Parents to determine if Students are properly assigned to the School. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove Primary Residence. If a Parent provides a post office box, private mail box address or commercial establishment address, the proper Primary Residence verification documentation shall be requested.

Investigation of Primary Residence

The School Board shall investigate in all instances in which there is a reasonable suspicion that a Student does not have a Primary Residence within the Boundary. Such a reasonable

suspicion may be prompted by return, as undeliverable, of the Welcome Letter or Verification Letter, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town or the residents of the Town. Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by the Software, telephone calls to Parent(s) or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the Verification Letter. On an as needed basis, the School Board may utilize a School Resource Officer to conduct house visit(s) to gain access to multi-family buildings.

Withdrawal of Violators

If the Parent(s) cannot prove that they have a Primary Residence within the Boundary and if no valid School Board exception applies, the School Board shall follow School District protocol to withdraw the Student and refer the Student back to the Student's home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the Student.

EXHIBIT "B"
(Sample Welcome Letter)

October 20, 2017

Via First Class U.S. Mail

Dear Bobcats,

It is hard to believe that we have already reached the end of the first marking period of the 2017-2018 school year! We are well on our way to a spectacular year full of achievements and accomplishments! I am so happy to be part of this dynamic, successful school community and appreciate the warm welcome, as I begin my first year as a Bobcat.

First and foremost, **CONGRATULATIONS** to every Bobcat for complete dedication to their academic courses of study, devotion to caring about each other and commitment to being the best students and human beings! For the 18th consecutive year, Bobcats rate at the top of the academic scale as they achieve another "A+" from the State of Florida Department of Education!!! This accomplishment proves that our entire community, with the guidance of our teachers, administration, and staff, support from parents and community organizations has and will continue to move us forward as we strive to assist all students to reach their full academic potential, through rigorous instruction and a student-centered classroom environment.

Our commitment is to provide the necessary tools for each of our students to learn academically, grow emotionally, and become self-confident with whom they are and the actions and decisions they make as they relate with the world around them. We promise to set high standards, challenge and motivate our students to put forth maximum effort and reach their personal and school wide goals.

We expect every Bobcat to show honesty, respect, responsibility, fairness, caring, and citizenship. We will model the same characteristics daily and together we will empower ourselves to make Ruth K. Broad Bay Harbor K-8 Center the absolute best school in the universe! We are committed to our "Start with Hello" program and promise to do whatever it takes to teach proper communication, patience, and tolerance.

I am very grateful to all our families, community partners, PTA, Shepard Broad Foundation, the Town of Bay Harbor, Village of Bal Harbour, and the Town of Surfside for all your continuous support of our children. A special "Thank You" goes out to our PTA, which coordinated a very successful booster-thon campaign, which will assist in enhancing the campus and repair items lost to Hurricane Irma. I thank those that are PTA members and encourage all families to join. We are blessed for all the tender loving care we receive on a daily basis. We ask you to once again be part of the winning combination we proudly call our Bobcat Family!

Lastly, enclosed please find the recently approved revised calendar for this school year. The School Board has added January 19 and April 20 as regular school days due to days lost during the storm.

Sincerely,

Scott Saperstein

Principal

Exhibit "C"
(Sample Verification Letter)

Date: _____

Dear Parent(s):

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request may place your child's enrollment at the school in jeopardy.

You have been scheduled for address verification during the week of _____

Please bring the following original and current documents to Ruth Broad/Bay Harbor K-8 Center office between 8:00 a.m. – 3:30 p.m. any day during this week.

- The most current FPL bill for residence with your name
- Lease/Deed or Rental Agreement
- Letter from home owner's association or leasing office

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact _____ at (305) _____

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal

EXHIBIT "D"

TOWN OF BAY HARBOR MONTHLY SUMMARY DATA LOG

Ruth K. Broad Bay Harbor K-8									
Monthly Summary Data Log									
	Welcome Letters		Verification Letters		# of Home Visits	# of Students Residing Outside Boundaries	# of Transfer Students	# of Students Transferred to Home School	# of Students Granted Exemption to Boundary Requirements
	Mailed	Returned	Mailed	Returned					
MONTHLY TOTAL:	-	-	-	-		-	-	-	-
CUMMULATIVE TOTAL:	-	-	-	-		-	-	-	-

PROGRAM GRANT AGREEMENT

FOR

TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2018, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("School Board"). (The Town and School Board shall be collectively referred to as the "Parties" or, individually, as a "Party").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing June 1, 2018 and continuing during the Term, the Parties shall implement the Town of Bay Harbor Islands Address Verification Plan ("Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth herein, and in Exhibit "A," hereto. Any amendments to the Plan must be agreed to in writing by the Parties. The funding amounts shall be finalized ninety (90) days prior to the commencement of a school year.

(b) The School Board agrees to administer the Plan commencing on June 1, 2018 at the Ruth K. Broad Bay Harbor K-8 Center (the "School"). The Plan shall apply to: 1) all children who seek to register as students at the School; 2) children who are already registered at the School; and 3) if the School Board receives information or learns of information that a child may have a Primary Residence (defined below) that is outside of the School's attendance boundaries ("Boundary"). (Each such child is referred to hereinafter as a "Student").

(c) Throughout the Term, the School Board shall provide the Town Manager with a report containing the number of Students enrolled in the School broken down by the aggregate number of Students by grade level whose Primary Residence (defined below) is inside and outside the Boundary, and number of **approved** Students whose Primary Residence is outside of the Boundary ("Report"). The School Board shall provide to the Town with an updated Report, quarterly, that shall include the progress and results of the implementation of the Plan and the items set forth in Section 1(c)(2), below. The Report shall break down the data for the School on the Boundary. The Parties agree that the Report(s), the Plan, and the activities required by this Agreement shall comply with the privacy requirements of the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, the Florida Education Code, and School Board Policies and Procedures. School Board Policies and Procedures, including any updates, can be found online at <http://www.neola.com/miamidade-fl/>. The Parties acknowledge and agree that other than as

contained in the Report(s), a Student's personal information "Personal Information") shall not be provided to the Town.

(1) The Report(s) shall include the following information, if applicable (Exhibit "D"):

- a. Number of letters mailed to Students enrolled;
- b. Number of letters returned after mailing;
- c. Number of students residing outside the Boundary;
- d. Number of transfer Students;
- e. Number of Students transferred to their home school;
- f. Number of Students granted an exemption to the Boundary requirements for the month.

(d) The Parties acknowledge and agree that the children of active military personnel who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the Student's Primary Residence (defined below) is in the Boundary.

(e) For the purpose of this Agreement, the term Primary Residence shall mean "the home in which the Parent(s) (defined below) designate as their homestead or live with the Student a majority of the time during the School year. The term Parent(s) shall mean "either or both biological or adoptive parent(s) of the Student, the Student's legal guardian(s), or a person exercising supervisory authority over the Student in place of the Student's biological parent(s), pursuant to Section 1000.21(5), Florida Statutes (as amended)".

(f) By October 15 of every school year during the Term, address verification letters shall be mailed to all Parents by U.S. mail at the expense of the School Board. A sample address verification letter can be found under Exhibit "C".

Section 2. Funding

(a) The Parties agree that the School Board shall utilize the Lexis/Nexis software ("Software") for address verification purposes and the Town shall reimburse the School Board for all expenses related to the Software, up to the amount of \$1,500.00, each School year without prior written permission. After spending more than \$1,500.00 during each School year, the School Board shall seek approval of the Town, for block increments of \$1,000.00, per increment. The School Board shall obtain consent from the Parent(s) who register the Student prior to conducting an address verification using the Software. The sample consent form is attached hereto and incorporated herein as Exhibit "D". The consent form shall be included in the registration package.

All results obtained based on the address verification conducted utilizing the program must be verified prior to taking further action.

(b) The Parties agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town fails to provide adequate funding for the use of Software in any School Year, the School Board shall have no obligation to carry out the

Plan.

(c) Town agrees to reimburse the School Board for the verification letters mailed by priority mail with a tracking number. The School Board shall invoice the Town with the aggregate number of letters mailed and cost per mailing.

Section 3. Resolution of Disputes

If the Parties are unable to resolve any dispute in which there may be a disagreement concerning their respective rights, duties or responsibilities under this Agreement, the Parties will employ dispute resolution procedures pursuant to Chapter 184 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each Party shall bear their own attorneys' fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this Agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the Parties for an additional two (2) School years, on the same terms and conditions as provided herein, provided that the Party seeking an extension gives written notice to the other Party of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other Party agrees in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if the Agreement is terminated prior to the end of 2018-2019 School year. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of a School year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863

cc: Frank C. Simone, Esq.
Assistant Town Attorney
701 Brickell Avenue, Suite 1550
Miami, FL 33131
Phone: 305-221-8000
Email: Frank@franksimone.com

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between the body of this Agreement and the provisions in the incorporated Exhibits, then the body of this Agreement shall prevail. Words defined in the body of this Agreement, shall have the same meaning in the Exhibits.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and shall constitute originals documents for all purposes.

Section 9. Assignment

Neither party hereto may assign this Agreement without the prior written consent of the other Party hereto.

Section 10. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 11. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement. The School Board shall not be required to indemnify the Town for the Town's own negligence or intentional acts.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this Agreement. The Town shall not be required to indemnify the School Board for the School Board's own negligence or intentional acts.

Section 12. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all attorneys' fees and costs Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2018.

**PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

(as to the School Board):



School Board Attorney Date

11/6/18

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

BY: 

(Superintendent of Schools or Designee)

**Tabitha G. Fazzino
DESIGNEE**

Date: 12/3/18 _____

SUBMITTED BY:

Charge Location Administrator Date



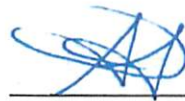
Office of Grants Administration Date

11/20/18



Risk Management Date

11/5/18



Principal Date

11/14/18



Region Date

11/19/18

PROGRAM GRANT AGREEMENT

FOR


TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: 
STEPHANIE BRUDER
MAYOR

ATTEST:


MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS


FRANK C. SIMONE, ESQ.,
ASSISTANT TOWN ATTORNEY