

RESOLUTION NO. 2020- 2705

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, TOWN OF BAY HARBOR ISLANDS, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2020/2021 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands and Bal Harbour Village (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for the Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, the MOU provides that Participating Municipalities will provide their proportionate share of funds for the Nurse Enhancement Initiative; and

WHEREAS, the MOU was amended by Amendment No. 2 to the MOU, executed on July 9, 2019, to extend the Nurse Enhancement Initiative for FY 2019-20 and set forth the proportionate share of funding for Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2020-21, requiring the Town to contribute \$8,112.00, as set forth in Amendment No. 3 to the MOU (“Amendment”), attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and its residents and wishes to approve the Amendment in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment to MOU; Authorization. The Amendment between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 28th day of July, 2020.

Motion by Commissioner Velasquez.

Second by Commissioner Kesl.

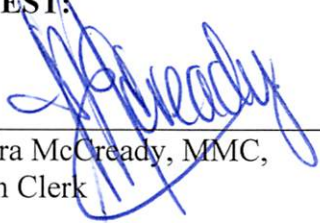
FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl	<u>Yes</u>
Commissioner Eliana R. Salzhauer	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>




Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC,
Town Clerk

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



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**AMENDMENT NO. 3
TO 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 TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2020/2021**

Amendment No. 3 (“**Amendment**”) is made and entered into this ____ day of _____, 2020, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (“**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 amend the Memorandum of Understanding entered into on May 17, 2018 (“**MOU**”), as amended by Amendment No. 1 to the **MOU**, dated December 24, 2018 and as amended by Amendment No. 2 to the **MOU**, dated September 19, 2019 (collectively, the “**MOU**”), as follows:

RECITALS

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 Miami Beach 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, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative (“**Nurse Enhancement Initiative**”) for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children’s Trust (“**TCT**”), were provided by **TCT** via the new School Health Programs; and

WHEREAS, on May 17, 2018, **CMB, NBV, TBHI, TS, BHV, and MBCEF** executed the **MOU** for the continuation of the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2018-2019 School Year; and

WHEREAS, the Parties executed Amendment No. 1 to the **MOU**, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the **MOU** and approving funding of **CMB's** contribution for each subsequent school year, on a recurring basis, subject to funding approval during **CMB's** budgetary process and provided that **CMB's** contribution amount does not exceed \$15,400.00; and

WHEREAS, the Parties executed Amendment No. 2 to the **MOU**, dated September 19, 2019, extending the **Nurse Enhancement Initiative** for the **Participating Schools** for the 2019-20 School Year; and

WHEREAS, the Parties wish to provide for another **Nurse Enhancement Initiative** for the 2020/2021 School Year; and

WHEREAS, a **Nurse Enhancement Initiative** should be established at the **Participating Schools** for School Year 2020/2021 as herein provided and pursuant to a separate agreement between **MBCEF** and **TCT**.

WHEREAS, **MBCEF** shall provide funding to **TCT** for the 2020-2021 **Nurse Enhancement Initiative** in the amount of \$7,000.00.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

- 3. On or before October 31, 2020 the Participating Municipalities shall provide their proportionate share of the funds for the 2020/21 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 2020/21 School Year shall be paid by October 31, 2020 in the following amounts for 44 weeks from October 1, 2020 to June 5th 2021, and August 1, 2021 to September 30, 2021:

- i) **CMB** shall provided 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 \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) **TS** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- v) **BHV** shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

4. RATIFICATION.

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

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: _____
Jimmy L. Morales, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/9/2022
Date

ATTEST:

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

By: _____
Village Clerk

By: _____
Village Manager

Date: _____

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

Date: _____

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

Date: _____

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

Date: _____

Approved as to form and
Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION**

By: _____

By: _____

Date: _____

RESOLUTION NO. 2019-30956

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN THE FORM ATTACHED TO THIS RESOLUTION, AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING ("MOU"), DATED AUGUST 10, 2016, AMONG THE CITY, THE MIAMI BEACH CHAMBER OF COMMERCE, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, AND BAL HARBOUR VILLAGE FOR THE FUNDING OF MENTAL HEALTH SERVICES, PROVIDING FOR A CITY CONTRIBUTION, IN AN AMOUNT NOT TO EXCEED \$13,887 ("CITY'S CONTRIBUTION") FOR THE 2019-2020 SCHOOL YEAR; AND APPROVING FUNDING OF THE CITY'S CONTRIBUTION FOR EACH SUBSEQUENT SCHOOL YEAR, ON A RECURRING BASIS, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS AND PROVIDED THAT THE CITY'S CONTRIBUTION AMOUNT DOES NOT EXCEED \$15,400; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED AGREEMENTS AND DOCUMENTS TO IMPLEMENT THE PROGRAM.

WHEREAS, in January 2008, the City of Miami Beach (the "City") entered into an Education Compact with the Miami-Dade County Public Schools ("MDCPS") to enhance learning opportunities for youth; and

WHEREAS, the Education Compact reflects the desire of the Miami Beach community to support excellence in the City's public schools and enhance the health and well-being of our City's youth; and

WHEREAS, as a result of the City's Education Compact with MDCPS, all public schools in Miami Beach offer the International Baccalaureate program which is internationally recognized as a benchmark for education excellence and also fosters student participation in community service; and

WHEREAS, in the 2012-2013 School Year, five of the eight schools in our educational feeder pattern had Health Connect in Our Schools ("HCIOS") suites which were supported by The Children's Trust ("The Trust") and which provided a full-time Medical Assistant and a shared Registered Nurse on campus; and

WHEREAS, for students who do not require routine medications, the HCIOS suites were used for nursing assessments, administration of first aid, and other purposes such as consulting with parents and caregivers; and

WHEREAS, the City, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village ("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 2013-2014 School Year, a municipal Nurse Initiative was implemented pursuant to a Memorandum of Understanding between the Participating Municipalities to provide a HCIOS team of professionals, including a shared Registered Nurse, a full-time Medical Assistant, and a social worker which was funded by Miami-Dade County Public Schools; and

WHEREAS, the benefits of HCIOS health teams include: a coordinated level of school-based 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 remained high throughout the 2014-2015 School Year, with 52 percent of the 3,044 unduplicated students utilizing the services from August 2014 through February 2015, an average of eleven visits per day per school resulting in 3,836 visits; and

WHEREAS, by approval of Resolution 2015-42 on February 9, 2015, The Trust's Board of Directors approved the release of RFP 2015-17: School Health Programs to fund improved access to quality health care through providers delivering comprehensive services in the public schools to 145 pre-selected schools for School Years 2015-2016, 2016-2017, and 2017- 2018; the programs which are the subject of the RFP include all three (3) Miami Beach schools in the City's original Nurse Initiative; 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 2015-2016 and the 2016-2017 School Years 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 Trust, were provided by The Trust via the new School Health Programs; and

WHEREAS, the Nurse Enhancement Initiative established at the Participating Schools for School Years 2015-2016 and 2016-2017 was a success and the Parties provided for an enhanced nurse initiative for the 2017-2018 School Year; and

WHEREAS, the City's proportionate share for the Nurse Enhancement Initiative was approximately \$15,400 for the 2017-2018 School Year; and

WHEREAS, The Trust thereafter 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 enhanced The Trust's School Health Programs for North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "Schools"), to include services such as behavioral health each week during the 2017-2018 School Year at each of the Schools; and

WHEREAS, funding from The Trust provided for a full-time registered nurse and/or licensed practical nurse at each of the Schools for the 2017-2018 School Year; and

WHEREAS, each of the Participating Municipalities contributed approximate funding for the Nurse Enhancement Initiative for the 2017-2018 School Year, as follows: City of Miami Beach \$15,400, Town of Surfside \$3,667, Town of Bay Harbor Islands \$3,667, Bal Harbour Village \$3,667, and North Bay Village \$6,600, which amounts will be offset by unused funds from the 2016-2017 Nurse Enhancement Initiative for the Town of Surfside, the Town of Bay Harbor Islands, Bal Harbor Village, and North Bay Village; and

WHEREAS, on May 17, 2018, a Memorandum of Understanding ("MOU") was entered into between the City of Miami Beach, the Miami Beach Chamber of Commerce, 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 2018-2019 School Year; and

WHEREAS, on December 24, 2018, the Participating Municipalities executed Amendment No.1 to the 2018-2019 MOU, each of the Participating Municipalities contributing funding for the Nurse Enhancement Initiative for the 2018-2019 School Year; and

WHEREAS, the Administration recommends approving Amendment No. 2 to the MOU, in the form attached to this Resolution, approving a City contribution in an amount not to exceed \$13,887 ("City Contribution") for the 2019-2020 School Year, and approving, on a recurring basis, the City's Contribution to the program for subsequent years, subject to funding approval during the City's fiscal year budgetary process, provided that the City Contribution does not exceed \$15,400 per year.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby approve, in the form attached to this Resolution, Amendment No. 2 to the Memorandum of Understanding ("MOU"), dated August 10, 2016, among the City of Miami Beach, the Miami Beach Chamber of Commerce, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village for the funding of mental health services, providing for a City contribution, in an amount not to exceed \$13,887 ("City's Contribution") for the 2019-2020 school year; and approving funding of the City's Contribution for each subsequent school year, on a recurring basis, subject to funding approval during the City's budgetary process and provided that the City's Contribution amount does not exceed \$15,400; and further authorizing the City Manager

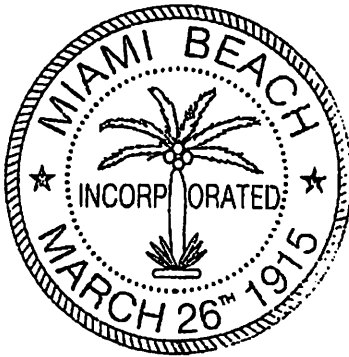
and City Clerk to execute any and all required agreements and documents to implement the program.

PASSED AND ADOPTED this 11th day of September 2019.

ATTEST:


9/16/19
Rafael E. Granado, City Clerk


Dan Gelber, Mayor



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney
8/29/19
Date


MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: September 11, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN THE FORM ATTACHED TO THIS RESOLUTION, AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING ("MOU"), DATED AUGUST 10, 2016, AMONG THE CITY, THE MIAMI BEACH CHAMBER OF COMMERCE, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, AND BAL HARBOUR VILLAGE FOR THE FUNDING OF MENTAL HEALTH SERVICES, PROVIDING FOR A CITY CONTRIBUTION, IN AN AMOUNT NOT TO EXCEED \$13,887 ("CITY'S CONTRIBUTION") FOR THE 2019-2020 SCHOOL YEAR; AND APPROVING FUNDING OF THE CITY'S CONTRIBUTION FOR EACH SUBSEQUENT SCHOOL YEAR, ON A RECURRING BASIS, SUBJECT TO FUNDING APPROVAL DURING THE CITY'S BUDGETARY PROCESS AND PROVIDED THAT THE CITY'S CONTRIBUTION AMOUNT DOES NOT EXCEED \$15,400; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE ANY AND ALL REQUIRED AGREEMENTS AND DOCUMENTS TO IMPLEMENT THE PROGRAM.

RECOMMENDATION

Sustain the Nurse Enhancement Initiative for Behavioral Health Services / Mental Health Services and support the partnership for the 2019-20 school year and subsequent school years subject to approval in each subsequent fiscal year budgetary process.

ANALYSIS

The Nurse Enhancement Initiative for Behavioral Health is a partnership between the City of Miami Beach, Miami Beach Chamber of Commerce, North Bay Village, The Town of Surfside, The Town of Bay Harbor Islands, and Bal Harbour Village, that provides much needed mental health services for youth at three (3) public schools. For the 2016-17 school years, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2017-18 school year to an additional five (5) Miami Beach public schools. For the 2018-19 school year behavioral health/mental health youth support services were provided from August 2018 through June 2019 for North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School.

Overall, 2,105 youth received support services in the 2018-19 school year from the Licensed Clinical Social Workers (Social Worker) in all Miami Beach feeder public schools for 5,426 psychosocial issues an

Increase of 49% and 65%, respectively. The chart below shows the utilization of students by school and number of psychosocial services provided to date:

Behavioral Health Services Summary Report						
8/21/2018 - 4/30/2019						
School	# of Students 2017-18	# of Students 2018-19	% Change	# of Psychosocial Services Provided 2017-18	# of Psychosocial Services Provided 2018-19	% Change
Treasure Island Elementary School	52	174	235%	293	362	24%
South Pointe Elementary School	115	303	163%	197	465	136%
North Beach Elementary School	126	254	102%	439	398	-9%
Biscayne Elementary School	111	176	59%	428	868	103%
Ruth K. Broad K-8 Center	84	85	1%	124	196	58%
Fienberg Fisher K-8 Center	277	216	-22%	381	482	27%
Nautilus Middle School	474	582	23%	1150	1934	68%
Miami Beach Senior High School	177	315	78%	284	721	154%
Total	1,416	2,105	49%	3,296	5,426	65%

The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- o Academic Issues
- o Attention Issues
- o Anger Management
- o Anxiety
- o Attention Issues
- o Disruptive Behavior
- o Depression
- o Stress Management
- o Family Issues
- o Growth Development

Each school receives support through this initiative for the indicated number of days per week during the 2018-19 school year: Treasure Island Elementary one (1) day per week, North Beach Elementary two (2) days per week, Biscayne Elementary two (2) days per week, Ruth K. Broad K-8 Center two (2) days per week, South Pointe Elementary two (2) days per week, Fienberg Fisher K-8 Center three (3) days per week, Nautilus Middle School two (2) days per week, Miami Beach Senior High School two (2) days per week.

week, South Pointe Elementary two (2) days per week, Fienberg Fisher K-6 Center three (3) days per week, Nautilus Middle School three (3) days per week, and Miami Beach Senior High School four (4) days per week.

Legislative Tracking

Organizational Development and Performance Initiatives

ATTACHMENTS:

Description

- Form Approved Amendment 2
- Form Approved Resolution

**AMENDMENT NO. 2
TO 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 SCHOOL YEAR 2019/2020**

Amendment No. 2 ("Amendment") is made and entered into this 19 day of ~~Sept~~ Sept, 2019, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**CITY**"), **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 amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**"), as amended by Amendment No. 1 to the MOU, dated December 24, 2018 (collectively, the "**MOU**"), as follows:

RECITALS

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, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of 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, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children's Trust, were provided by the Children's Trust via the new School Health Programs; and

WHEREAS, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, extending the Nurse Enhancement Initiative for the Participating

Schools for the 2018-2019 School Year and adding an additional day of service at Ruth K Broad Bay Harbor K-8 Center; and

WHEREAS, the Nurse Enhancement Initiative established at the **Participating Schools** for the previous School Years was a success and the Parties wish to continue the Nurse Enhancement Initiative for the 2019/2020 School Year; and

WHEREAS, at the end of the 2018-2019 School Year, the Participating Municipalities unused program funds had the following:

- i) TBHI \$5,473.05
- ii) TS \$5,473.02
- iii) BHV \$5,473.02
- iv) NBV \$2,002.72
- v) CMB \$4,673.00; and

WHEREAS, the Participating Municipalities hereby agree to apply said unused funds for use from August 5th, 2019 to September 30th, 2019 for 9 weeks of service at each Participating School in the following amounts:

- i) TBHI \$1,659.27
- ii) TS \$1,659.27
- iii) BHV \$1,659.27
- iv) NBV \$1,350.00
- v) CMB \$3,150.00
 - a. \$900.00 for Treasure Island
 - b. \$2,250.00 for North Beach Elementary; and

WHEREAS, pursuant to paragraph 7 of the **MOU**, unused funds shall be used to offset the contribution of the Parties for the 2019-2020 School Year in the following amounts:

- i) TBHI \$3,813.78
- ii) TS \$3,813.78
- iii) BHV \$3,813.78
- iv) NBV \$652.72
- v) CMB \$1,523.00; and

WHEREAS, **MBCEF** shall provide funding to **TCT** for the 2019-2020 Nurse Enhancement Initiative in the amount of \$7,000.00; and

WHEREAS, the Parties wish to amend the Agreement by extending the term to include the months of August and September, 2020; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2019/2020 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2019 the Participating Municipalities shall provide their proportionate share of funds for the 2019/2020 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 remaining share of funding for the 2019/2020 School Year shall be paid by October 31, 2019 in the following amounts for 44 weeks from October 1st, 2019 to June 5th, 2020, and August 1st, 2020 to September 30th, 2020:

- i) CMB shall provide funding in the amount of \$13,887.00;**
- ii) NBV shall provide funding in the amount of \$5,947.28;**
- iii) TBHI shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;**
- iv) TS shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and**
- v) BHV shall provide funding in the amount of \$4,298.22 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.**

4. RATIFICATION.

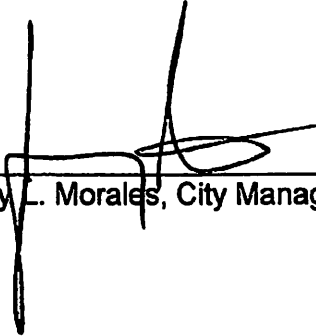
Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the **MOU**, the provisions of this Amendment shall govern.

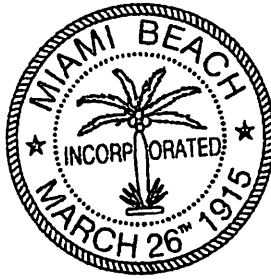
IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.



ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By:  9/19/19
Rafael E. Granado, City Clerk

By: 
Jimmy L. Morales, City Manager



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
 6-10-19
City Attorney  Date

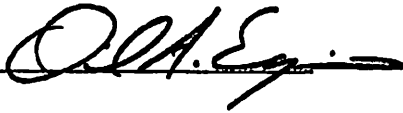
ATTEST:

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

By: 
Village Clerk


By: 
Village Manager

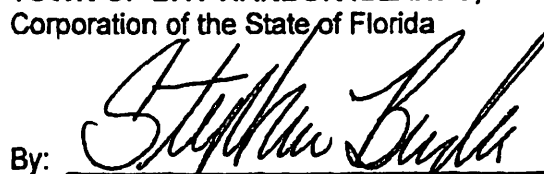
Approved as to form and
Legal sufficiency



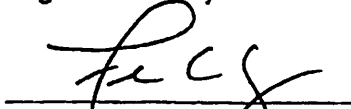
ATTEST:

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


Asst Town Atty

ATTEST:

By: 
Town Clerk

**TOWN OF SURFSIDE, a Municipal
Corporation of the State of Florida**

By: 
Mayor/Town Manager

Approved as to form and
Legal sufficiency



ATTEST:

By: 
Village Clerk

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


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

**AMENDMENT NO. 1
TO 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 TO IMPLEMENT A
NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2018/2019**

Amendment No. 1 ("**Amendment**") is made and entered into this 24 day of ~~December~~, 2018, by and between the **City of Miami Beach, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**CITY**"), **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 amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**") as follows:

RECITALS

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, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("**Nurse Enhancement Initiative**") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the **Participating Schools** because the basic healthcare services previously funded in the Nurse Initiative by the **Participating Municipalities**, the **MBCEF**, and the Children's Trust, were provided by the Children's Trust via the new School Health Programs, and

WHEREAS, the Nurse Enhancement Initiative established at the **Participating Schools** for School Years 2015/2016, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 as herein provided and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT**.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the **MOU** as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The **MOU** is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Paragraph 3 of the **MOU** is hereby amended and replaced with the following:

1. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 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 remaining share of funding for the 2018/2019 School Year shall be paid by October 31, 2018 in the following amounts:

i) **CMB** shall provide funding in the amount of \$15,400.00;

ii) **NBV** shall provide funding in the amount of \$6,600.00;

iii) **TBHI** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

iv) **TS** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

v) **BHV** shall provide funding in the amount of ~~\$3,667.00~~ \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;

3. **RATIFICATION.**

Except as amended herein, all other terms and conditions of the **MOU** shall remain in full force and effect. In the event there is a conflict between the provisions of this **Amendment** and the **MOU**, the provisions of this **Amendment** shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

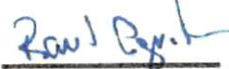
CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: 
Rafael E. Granado, City Clerk

By: 
Dan Gelber, Mayor



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney *st*

18-3-18
Date

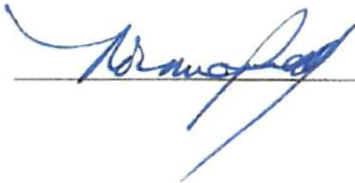
ATTEST:

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:

By: 
Town Clerk

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

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: Jerry Blinn, President + CEO

Approved as to form and
Legal sufficiency

**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 2018/2019**

This is a Memorandum of Understanding ("MOU") made and entered into this 17 day of MAU, 2018, 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 Enhancement 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, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the **Participating Schools** during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("Nurse Enhancement Initiative") for the 2015/2016, 2016/2017, and the 2017/2018 School Years 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**, were provided by the **Children's Trust** via the new School Health Programs, and

WHEREAS, the Nurse Enhancement Initiative established at the **Participating Schools** for School Years 2015/2016, 2016/2017, and 2017/2018 was a success and the Parties wish to provide for another nurse enhancement initiative for the 2018/2019 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2018/2019 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 2018/2019 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT** shall provide services for behavioral health 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 10, 2018, **MBCEF** shall provide funding to **TCT** for the 2018/2019 Nurse Enhancement Initiative in the amount of \$7,000.
3. On or before October 31, 2018, the **Participating Municipalities** shall provide their proportionate share of funds for the 2018/2019 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 remaining share of funding for the 2018/2019 School Year shall be paid by October 31, 2018 in the following amounts:
 - i) **CMB** shall provide funding in the amount of \$15,400.00;
 - ii) **NBV** shall provide funding in the amount of \$6,600.00;
 - iii) **TBHI** shall provide funding in the amount of \$3,667.00;
 - iv) **TS** shall provide funding in the amount of \$3,667.00;
 - v) **BHV** shall provide funding in the amount of \$3,667.00;
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, judgements, 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** agree in writing to 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 2018/2019 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 2019/2020 School Year, then **MBCEF** may, as directed by the Participating Municipalities in writing, hold any unused funds in escrow to be applied toward the 2019/2020 Nurse Enhancement Initiative. Any unused funds shall be credited toward each of the **Participating Municipalities'** proportionate share for the 2019/2020 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. Grahado, City Clerk

By: 
Dan Gelber, Mayor

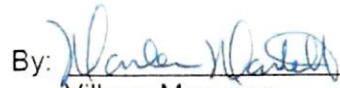


APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
 4/2/13
City Attorney Date

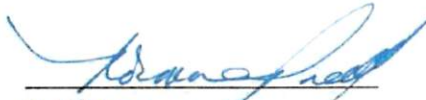
ATTEST:

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

By: 
Village Clerk

By:  - school nurse
Village Manager

Approved as to form and
Legal sufficiency


NORMAN C. Powell

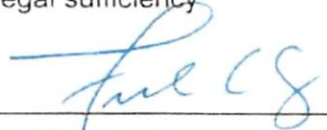
ATTEST:

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

By: 
Town Clerk

By: 
Mayor/Town Manager

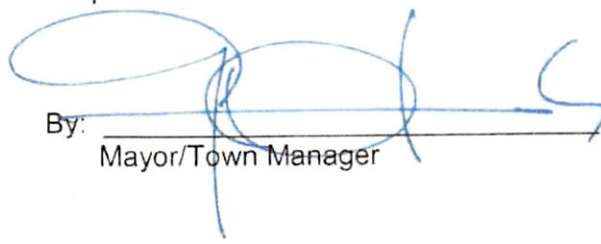
Approved as to form and
Legal sufficiency


Frank Sincere, Esq.
Asst. Town Atty.

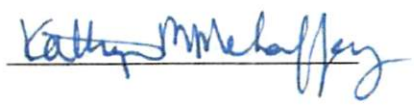
ATTEST:

By: 
Town Clerk

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

By: 
Mayor/Town Manager

Approved as to form and
Legal sufficiency



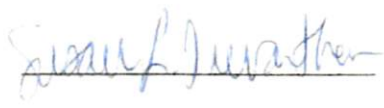
ATTEST:

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: Jenny Hernandez

By: Jerry Kellin, President of CB

Approved as to form and
Legal sufficiency
