



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

SUPPLEMENTAL No. 1

May 14, 2019

7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once reached this capacity, people will be asked to watch the meeting from the first floor.

** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Recognition of Ms. Aletha Player, FPL Area Manager, External Affairs** – Mayor Daniel Dietch
- H. Introduction of Mr. Christopher Ferreira, FPL External Affairs Advisor** – Guillermo Olmedillo, Town Manager
- I. Proclamation Presentation Designating May as the Jewish American Heritage Month** – Mayor Daniel Dietch
- J. Code Enforcement Officers' Appreciation Week Proclamation Presentation** – Mayor Daniel Dietch

2. Quasi-Judicial Hearings - None

- 3. Consent Agenda** *(Set for approximately 7:30 p.m.) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

A. Minutes – Sandra Novoa, MMC, Town Clerk

- April 3, 2019 Town Commission Budget Workshop Minutes
- April 9, 2019 Regular Town Commission Meeting Minutes

***B. Town Manager's Report** – Guillermo Olmedillo, Town Manager

***C. Town Attorney's Report** – Weiss Serota, Town Attorney

D. Committee Reports – Guillermo Olmedillo, Town Manager

- January 7, 2019 Tourist Board Meeting Minutes
- January 16, 2019 Sustainability and Resiliency Committee Minutes
- March 7, 2019 Downtown Vision Advisory Committee Minutes
- March 11, 2019 Special Tourist Board Meeting Minutes
- March 28, 2019 Planning and Zoning Board Meeting Minutes
- April 1, 2019 Tourist Board Meeting Minutes

- E. A Resolution Urging Miami-Dade County League of Cities to Create a Committee Dedicated to the Protection and Conservation of the Biscayne Bay Ecosystem – Commissioner Tina Paul**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA URGING THE MIAMI-DADE COUNTY LEAGUE OF CITIES TO CREATE A COMMITTEE DEDICATED TO THE PROTECTION AND CONSERVATION OF THE BISCAYNE BAY ECOSYSTEM, TO ADDRESS AND FORMULATE COMPREHENSIVE POLICIES ON REGIONAL ISSUES IMPACTING BISCAYNE BAY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Approval of Proclamation for Code Enforcement Officers' Appreciation Week – Mayor Daniel Dietch**

- G. Approval of Proclamation Designating May as the Jewish American Heritage Month – Mayor Daniel Dietch**

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

- 1. Prohibiting Hotels in H40 – Guillermo Olmedillo, Town Manager**
[Linked to Item 9G]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED, CONDITIONAL, AND PROHIBITED USES TO PROHIBIT HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET AND ADDRESS HOTEL ACCESSORY USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. Florida Friendly Landscape Ordinance - Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPE REQUIREMENTS," OF CHAPTER 90, "ZONING," OF THE TOWN'S CODE OF ORDINANCES BY ESTABLISHING FLORIDA-FRIENDLY LANDSCAPE REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 8:30 p.m.) (Note: Depends upon length of Good and Welfare)

A. Parking Utilization Analysis – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NO. 121 WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR A PARKING UTILIZATION STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

B. Hurricane Cost Recovery – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR THE REIMBURSEMENT OF HURRICANE IRMA EXPENSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Additional Bigbelly Trash and Recycling Containers – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AMENDMENT NO. 1 TO THE CONNECT SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND BIGBELLY SOLAR, INC. FOR ADDITIONAL SOLAR POWERED TRASH/RECYCLE COMPACTION CONTAINERS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Suntrust Purchasing Card Agreement – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A COMMERCIAL CARD AGREEMENT WITH SUNTRUST BANK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Appropriation of Resort Tax Fund Balance (Tourism Reserves) for the funding of Beach Renourishment Mitigation Plan – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE FISCAL YEAR 2018-2019 TOURIST RESORT FUND ANNUAL BUDGET TO APPROPRIATE AND RELEASE RESERVES TO THE TOURIST BOARD PROMOTIONAL ACTIVITIES ACCOUNT IN THE AMOUNT OF \$140,000.00 FOR FUNDING OF A BEACH RENOURISHMENT MITIGATION PLAN; APPROVING THE BUDGET AMENDMENT, RELEASE OF THE FUNDS FROM RESERVES AND EXPENDITURE OF FUNDS; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Fourth of July Fireworks – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Miami-Dade County Environmental and Education Grant – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING LOGISTICAL SUPPORT FOR THE YOUTH ENVIRONMENTAL ALLIANCE (YEA) IN CONNECTION WITH THE MIAMI-DADE COUNTY ENVIRONMENTAL ENHANCEMENT AND EDUCATION GRANT PROGRAM FOR ENVIRONMENTAL EDUCATION FUNDING; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH YEA FOR SUCH PURPOSES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Resolution Waiving Building Permit Fees for Additional Sustainability Initiatives – Mayor Daniel Dietch

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, WAIVING TOWN BUILDING PERMIT FEES AND REQUIRING EXPEDITED DEVELOPMENT AND REVIEW PROCESSES FOR SUSTAINABILITY PROJECTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. Global Payments Direct (OpenEdge) Credit Card Processing Agreement - Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A CARD SERVICES AGREEMENT WITH GLOBAL PAYMENTS DIRECT, INC.; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda –
Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town

Commission and will be approved by one motion. Any Commission member may

request that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- A. **EpiPen** – Commissioner Tina Paul
- B. **Beach Renourishment Update [Verbal]** - Guillermo Olmedillo, Town Manager
- C. **Downtown Vision Advisory Committee Parking Recommendation** – Guillermo Olmedillo, Town Manager
- D. **Charter Amendment Ballot Question Information and Deadlines** – Guillermo Olmedillo, Town Manager
- E. **Code Compliance Resources** – Mayor Daniel Dietch
- F. **Single-Use Plastics Prohibition** – Mayor Daniel Dietch
- G. **Zoning in Progress – New Applications or Site Plans for Hotels in H40 Zoning District, South of 93rd Street** – Guillermo Olmedillo, Town Manager [Linked to Item 4A1]
- H. **Ruth K. Broad Bay Harbor K-8 Center Students Residency Requirements Staffing Support** – Mayor Daniel Dietch

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



**Town of Surfside
Town Commission Meeting
May 14, 2019
7:00pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Date: May 14, 2019
Prepared by: Daniel Dietch, Mayor
Subject: Ruth K. Broad Bay Harbor K-8 Center Students Residency Requirements Staffing Support

Objective: To seek direction from the Town Commission whether to direct the Town Manager to work with the Ruth K. Broad Bay Harbor K-8 Center Administration, the Miami-Dade County School Board, and the Administrations from the feeder communities (e.g., Bay Harbor Islands, Bal Harbour and Indian Creek) to develop a mechanism to fund a staff person to verify addresses to enable the enforcement of residency requirements as specified in Miami-Dade School Board Rules and the Florida Statutes for the students at the Ruth K. Broad Bay Harbor K-8 Center.

Consideration: The Ruth K. Broad Bay Harbor K-8 Center has and continues to be challenged by “overcrowding,” a condition that adversely impacts the students and administration. A contributing factor to the overcrowding is the registration of students who reside “out-of-district”. While the Miami-Dade County School Board has rules that govern registration, there are inadequate resources to effectively enforce the rules. To help address this pervasive issue, Surfside passed Resolution No. 2010-1978 requesting that Miami-Dade County Public School enforce the residency requirements for students enrolled at the Ruth K. Broad Bay Harbor K-8 Center and offering Town Assistance.

The quality of the education at the Ruth K. Broad Bay Harbor K-8 Center is a strong incentive to live in Surfside and we are in a position to work with our neighboring communities to develop and implement a solution to this issue that has existed for more than 20 years. The template for working together has been set with initiatives such as the school resource office and school nurse.

Recommendation: For the Town Commission to direct the Town Manager to work with the Ruth K. Broad Bay Harbor K-8 Center Administration, the Miami-Dade County School Board, and the Administrations from the feeder communities to develop a mechanism to fund a staff person to verify addresses to enable the enforcement of residency requirements as specified in Miami-Dade School Board Rules and the Florida Statutes for the students at the Ruth K. Broad Bay Harbor K-8 Center and present the approach and funding request at the June 2019 Commission Meeting.

Enclosure

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.

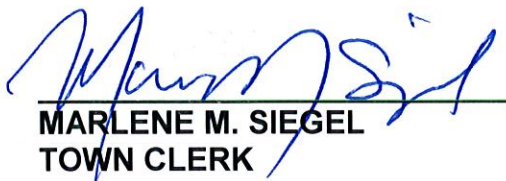
PROGRAM GRANT AGREEMENT

FOR

TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

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:	-	-	-	-		-	-	-	-



Town Council

Stephanie Bruder
Mayor

Joshua D. Fuller
Vice Mayor

Jordan W. Leonard
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

October 22, 2018

Miami Dade County Public Schools
Attention: Iraida R. Mendez-Cartaya, Associate Superintendent
1450 NE 2nd Avenue, Suite 931
Miami, FL 33132

RE: Address Verification Plan / Agreement

Dear Ms. Mendez-Cartaya,

Enclosed find two (2) signed copies of the Town of Bay Harbor Islands Address Verification Plan between the Town and the School Board of Miami-Dade County. Please return a fully executed copy to our office for our records.

Should you have any questions please feel free to contact the office of the Town Manager or the office of the Town Clerk.

Respectfully,

Alba L. Chang, CMC
Deputy Town Clerk

Enclosures: two (2) signed copies

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER