

RESOLUTION NO. 2018 - 2532

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, FLORIDA, THE VILLAGE OF BAL HARBOUR, FLORIDA, AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, FOR CONTRIBUTION TO THE COST OF SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

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 intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which, Bay Harbor Islands will provide a police officer (“Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$35,088.00 towards the cost of the Resource Officer (“School Board’s Contribution”); and

WHEREAS, the cost of the Resource Officer will be approximately \$57,000.00, per year, which cost shall exceed the amount of the School Board’s Contribution in the approximate amount of \$21,912.00; and

WHEREAS, the Town of Surfside desires to contribute, with Bal Harbour Village toward the remaining cost of the Bay Harbor Island’s Resource Officer who will serve to protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and; and

WHEREAS, the Town Commission finds the Agreement to be 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. The recitals are true and correct and incorporated in the Resolution.

Section 2. Approval of Memorandum of Understanding. The Memorandum of Understanding (MOU) attached hereto as Exhibit "A" is ratified and approved.

Section 3. Authorization and Implementation. The execution of the MOU, as attached hereto as Exhibit "A", is hereby approved subject to the Town Attorney's approval as to form, content and legal sufficiency. The Town Manager is hereby further authorized to do all necessary things to implement the MOU and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of September, 2018.

Motion by: Commissioner Karukin,

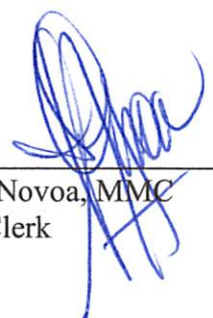
Second by: Vice Mayor Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Daniel Gielchinsky
Mayor Daniel Dietch

Absent
yes
yes
yes
yes

Attest:



Sandra Novoa, MMC
Town Clerk



Daniel Dietch, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR 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 _____, 2018 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 intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which, Bay Harbor Islands will provide a police officer ("Resource Officer") at the School during School hours and the School Board will pay Bay Harbor Islands \$35,088.00 towards the cost of the Resource Officer ("School Board's Contribution"); and

WHEREAS, the Parties understand and agree that the cost of the Resource Officer will be approximately \$57,000.00, per year, which cost shall exceed the amount of the School Board's Contribution in the approximate amount of \$21,912.00; and

WHEREAS, the Parties wish to equally share the cost of the Resource Officer that is in excess of the School Board's Contribution ("Excess Cost") as the Resource Officer will serve to protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; 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 Excess Cost of the Resource Officer.
3. Based upon the information known to Bay Harbor Islands as of the Effective Date (defined below) of this MOU, the Excess Cost applicable to each Party is anticipated to be approximately \$7,304.00.¹

¹ The anticipated Excess Cost of \$21,912.00 divided by 3 equals \$7,304.00.

4. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Resource Officer(s), the total cost of the Resource Officer(s), the School Board's Contribution, the actual Excess Cost, and each Party's equal share of the actual Excess Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the actual Excess Cost within thirty (30) days of their receipt of the Invoice.
5. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$7,304, each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Resource Officer or are in any way responsible for the actions or inactions of the Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Resource Officer. Bay Harbor Islands shall be solely responsible for any employment based claims made by the Resource Officer, 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.
6. 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.
7. The Parties have had the opportunity to consult with legal counsel of their choosing.
8. The Parties signify their agreement with this MOU by affixing their signatures below.
9. 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 Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

Town of Bay Harbor Islands, Florida

By: _____
Ronald Wasson, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____
