

RESOLUTION NO. 391-87

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH RELATING TO THE APPLICATION OF NATHAN AND JACQUELINE FINKEL, FOR A VARIANCE FROM CONSTRUCTION CODE TO ENCLOSE PORCH ON SECOND FLOOR OF RESIDENCE ON LOTS 1, AND 2 BLOCK J, 100 SOUTH ISLAND, GOLDEN BEACH.

WHEREAS, the Applicant has appeared before this Board for the relief requested in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of ordinances of the Town of Golden Beach.

NOW, THEREFORE, BE IT RESOLVED:

1. That the relief requested in the application by the Applicant be and the same is hereby approved.
2. That the following special conditions be and they are hereby imposed, conditioning the determination aforementioned:

APPROVAL FOR SECOND FLOOR LIVING AREA TO EXCEED 50% OF GROUND FLOOR.

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 18 day of August, 1987.

The Motion to adopt the foregoing was offered by:

Councilman Fried  
seconded by:

Vice Mayor Tweddle  
and on roll call the following vote ensued:

Mayor Tobin	<u>aye</u>
Vice Mayor Tweddle	<u>aye</u>
Councilman Fried	<u>aye</u>
Councilman Duffner	<u>aye</u>
Councilman Sorota	<u>no</u>

W. Sorota  
MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

W. W. H. H.  
TOWN ATTORNEY

Paul Quaca  
TOWN CLERK

ATTEST

#391-87

JOINT DECLARATION OF THE DIRECTOR OF THE  
METRO-DADE POLICE DEPARTMENT AND THE CHIEF  
OF THE TOWN OF GOLDEN BEACH POLICE  
DEPARTMENT PURSUANT TO MUTUAL AID  
AGREEMENT.

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the Town of Golden Beach and Dade County, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.

10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motor-cycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

*Fred Taylor*  
 Fred Taylor, Director  
 Metro-Dade Police Department

DATE:

*5/30/90*

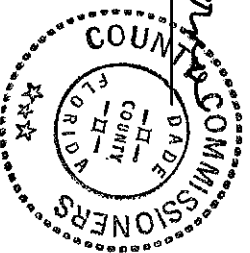
DATE:

*5/30/90*

*Stanley Kramer*  
 Stanley Kramer, Chief  
 Town of Golden Beach Police  
 Department

ATTEST

*Deborah A. Brown*  
 County Clerk



ATTEST

*Paula Vance*  
 Town Clerk

MUTUAL AID AGREEMENT

Between Metropolitan Dade County and Participating

Municipal Police Departments

Whereas, it is the responsibility of the governments of Metropolitan Dade County, Florida and the participating Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Metro-Dade Police Department or the participating municipal police departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Dade and the participating Dade County municipalities; and

Whereas, Metropolitan Dade County and the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Dade County, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render

valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

- a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b. Agency or participating law enforcement agency:

Either the Metro-Dade Police Department or the participating municipal police department.

c. Agency head: Either the Director of the Metro-Dade Police Department, or the Director's designee; and the Chief of Police of the participating municipal police department, or the Chief's designees.

d. Participating municipal police department: The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided,

however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant

to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.



6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 1995. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this 24 day of August, 1990.

Mary Cummins  
Town Manager, Town of Golden Beach, Florida

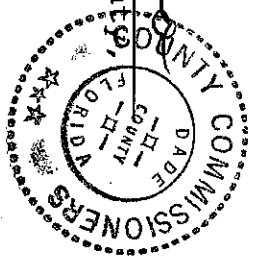
[Signature]  
County Manager, Dade County, Florida

ATTEST:

ATTEST:

[Signature]  
Town Clerk, Town of Golden Beach, Florida

[Signature]  
County Clerk, Dade County, Florida



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
Town Attorney, Town of Golden Beach, Florida

[Signature]  
County Attorney, Dade County, Florida