

WHEREAS, the Town Council has made certain revisions and changes after the appropriate Public Hearing held on September 8, 1987, and

WHEREAS, A Public Hearing was held on September 8, 1987, on the proposed budget after notice of the time and place of the initial hearing on the Proposed Notice of Property Taxes and on notices sent by the Town to all property owners and residents, and

WHEREAS, a second Public Hearing has been held on September 22, 1988 and such notice and budget summary published in a newspaper of general circulation in the Town not less than three days before the hearing, and

WHEREAS, after hearing all interested parties, the Town Council has not changed said budget in any substantial manner in items fixed by law or made any changes which reflect an increase in the total expenditure as permitted by Law,

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH

HEREBY RESOLVES:

Section 1: That the Budget for the Fiscal Year commencing October 1, 1987 and ending September 30, 1988 be and the same is hereby approved and adopted in the amounts and form set forth in Exhibit A attached hereto and the several amounts stated herein be and the same are appropriated to the several purposes therein set forth.

Section 2: That the Mayor is authorized to transfer budgeted amounts within any function or fund, however, any supplemental appropriations that amend the total expenditures of any fund shall be approved by the Town Council by resolution.

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 22 day of September, 1987.

Councilman Sorota

seconded by:

Councilman Fried


and on roll call the following vote ensued:

Mayor Tobin	<u>Aye</u>
Vice Mayor Tweedle	<u>Absent</u>
Councilman Fried	<u>Aye</u>
Councilman Duffner	<u>Absent</u>
Councilman Sorota	<u>Aye</u>

  
MAYOR

  
TOWN CLERK

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

  
TOWN ATTORNEY

ATTEST

DATE OF 1ST PUBLIC HEARING: 9/8/87

DATE OF 2ND PUBLIC HEARING: 9/22/87

Ad Valorem	\$	813,406
Local Option Gas Tax		25,844
Electricity Franchise		35,000
Telephone Franchise		750
Gas Franchise		1,200
Cable Franchise		1,600
County Occupational License		13,000
Building Permits		20,000
Re-Inspections		100
Department of Community Affairs		13,421
Cigarette Tax		1,058
Eleven (11) Cents Cigarette Tax		7,281
Eight (8) Cents Municipal Gas Tax		3,226
Half (1/2) Cents Sales Tax		26,100
Motor Fuel Tax Rebate		400
Police Training		1,300
Zoning Fees		2,000
Lot Cleaning		16,000
AIA Reimbursement		11,000
Fines and Forfeitures		14,000
Violation of Local Ordinances		200
Interest on Investments		12,000
Miscellaneous Revenue		3,000
Newspaper Recycling		500
Transferred from General Fund Balance		170,000
Transferred from Beautification Fund		9,000
Transferred from Capital Projects		50,000
TOTAL REVENUE	\$	<u>1,251,386</u>

#### EXPENDITURES

Legislative	10,205
Executive	100,616
Financial Accounting	18,300
General Government	209,306
Legal Counsel	34,600
Protective Inspections	28,050
Law Enforcement	498,036
Physical Environment	319,436
Recreation	32,837
TOTAL EXPENDITURES	\$ <u>1,251,386</u>

be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.
2. Policy and Purpose: Because of the existence and continuing possibility of the occurrence of law enforcement problems and other natural and manmade 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 corporations, and in order to ensure that preparations of these law enforcement agencies will be adequate to deal with any and all of these problems or 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 municipalities, it is found and declared to be necessary:
  - a. To create this Mutual Aid Agreement which provides for the coordination of law enforcement planning, operations, and mutual aid between Dade County and the participating municipalities.
  - b. To provide for the coordination of, the dispatch of, and use of law enforcement personnel and equipment whenever, due to the existence of a local emergency, either law enforcement agency requires the dispatch to it of assistance from the other.
  - c. To provide for a system for the receipt, collection and dissemination between the two agencies of information, data, directives, and intelligence pertaining to natural disasters, riots, civil disturbances, and other law enforcement activities.
  - d. To prescribe a procedure for the inventory of all law enforcement personnel, facilities, and equipment in both agencies.
  - e. To preplan distribution and allocation of law enforcement resources in support of this overall law enforcement mission.
  - f. To authorize the establishment of such organization and the development and employment of such plans and measures as are

of the other participating law enforcement agency to combat. Those conditions which constitute a local emergency for which aid may be requested and rendered pursuant to this Agreement shall be enumerated in a joint declaration by the concerned agency heads, which 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.

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 designees, or the Chief of Police of the participating municipal police department, or the Chief's designees.

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

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

4. Operations: The agency heads of the participating law enforcement agencies shall:

a. Establish and maintain liaison with each other, for law enforcement mutual aid and disaster services.

b. Develop and implement plans and procedures to facilitate effective law enforcement participation in local emergencies or other law enforcement problems.

head as soon as compiled and at least annually as corrected thereafter.

e. Request law enforcement mutual aid from the other participating law enforcement agency in accordance with established procedures, whenever a local emergency or other law enforcement problem exists, and provide aid whenever requested by the other participating agency.

f. Establish liaison with local units of the Florida National Guard to facilitate use of military resources in a local emergency.

g. Establish procedures to ensure the rapid flow to the other agency head of information concerning natural disasters, riots, civil disturbances, or other law enforcement problems.

h. Integrate special emergency functions into the normal operations of their respective agencies.

i. Establish procedures for giving control of 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. 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 Sections 23.1225(1), (2), and (3), Florida Statutes.

6. Powers, Privileges, Immunities, and Costs:

a. All certified law enforcement personnel of the police departments of the participating municipalities, during such time that said law enforcement personnel 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,

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 any 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.

7. 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 Section 768.28, Florida Statutes, where applicable.

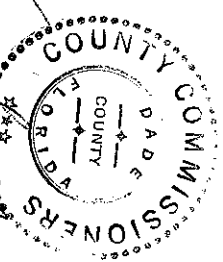
AGREED TO AND ACKNOWLEDGED this 4th day of Sept., 1987.

*Nancy Cummins*  
Town Manager, Town of Golden Beach,  
Florida

*Raymond A. DeLoach*  
County Manager, Dade County,  
Florida

ATTEST:

ATTEST:



*Paul Duce*  
Town Clerk, Town of Golden Beach,  
Florida

*Ray Williams*  
County Clerk, Dade County,  
Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

*William W. Wood*

*Ray Wood* ACA

Town Attorney, Town of Golden Beach,  
Florida

County Attorney, Dade County,  
Florida



- participating in law enforcement activities that are pre-planned 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

pursuits, and missing person calls.

9. Enemy attack.
10. Transportation of evidence requiring security.
11. Sporting events, concerts, and parades.
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, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

*FATE*

DATE: 8/5/87

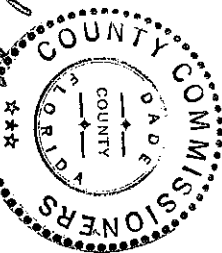
Fred Taylor, Director  
Metro-Dade Police Department

*Stanley Kramer*

DATE: 8/21/87

Stanley Kramer, Chief  
Golden Beach Police  
Department

ATTEST:



*[Signature]*  
County Clerk

ATTEST:

*[Signature]*  
Town Clerk