

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER AND CHIEF OF POLICE TO EXECUTE A MUTUAL AID AGREEMENT, ON BEHALF OF THE MIAMI BEACH POLICE DEPARTMENT, WITH THE UNITED STATES COAST GUARD BASE, MIAMI BEACH, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS AND MUTUAL AID BENEFIT BETWEEN THE MIAMI BEACH POLICE DEPARTMENT AND THE UNITED STATES COAST GUARD BASE, MIAMI BEACH, FLORIDA.

WHEREAS, it is the responsibility of the respective governmental entities of the City of Miami Beach, Florida, and the United States Coast Guard Base, Miami Beach, Florida, to ensure the public safety of their respective citizens, employees and visitors by providing adequate levels of law enforcement services to address any foreseeable, routine or emergency situations; and

WHEREAS, governmental entities routinely seek to invoke mutual aid due to the continuing possibility of law enforcement problems and other conditions, situations or circumstances which may be beyond the control of the services, personnel, equipment or facilities of any single law enforcement agency to handle adequately; and

WHEREAS, it is necessary to ensure that these law enforcement agencies will have adequate resources to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the United States Coast Guard Base Miami Beach, Florida; and

WHEREAS, the City of Miami Beach and the United States Coast Guard Base Miami Beach, Florida have the authority, pursuant to Chapter 23 of the Florida Statutes, known as the "Florida Mutual Aid Act," and 14 U.S.C. § 141, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Manager and Chief of Police are hereby authorized to execute a Mutual Aid Agreement, on behalf of the Miami Beach Police Department, with the United States Coast Guard Base, Miami Beach, Florida, for the purpose of coordinating law enforcement planning, operations and mutual aid benefit between the Miami Beach Police Department and the United States Coast Guard Base, Miami Beach, Florida.

PASSED and ADOPTED this ____ day of _____, 2022.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney
MAF

7-5-22

Date

**MUTUAL AID AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND U.S. COAST GUARD BASE MIAMI BEACH, FLORIDA**

This Agreement made and entered into this 24th day of May 2022, by and between the City of Miami Beach, Florida and United States Coast Guard Base Miami Beach, Florida, each duly and lawfully represented by the signatories executing this instrument.

WHEREAS, Florida law authorizes local governments to enter into reciprocal agreements for mutual aid and for cooperation in the furnishing of police services; and

WHEREAS, the signatory U.S. Coast Guard commands in Miami Beach are authorized to enter into this agreement in accordance with 14 U.S.C. § 141; and

WHEREAS, The City of Miami Beach is authorized to enter into this agreement in accordance with Florida Statute § 23.1225; and

WHEREAS, the signatory U.S. Coast Guard commands in desire Miami Beach enhanced police assistance and emergency services; and

WHEREAS, the parties have determined that the provision of police aid across jurisdictional lines will increase their ability to preserve the safety and welfare of the entire area; and

WHEREAS, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement; and

WHEREAS, the parties hereto desire to enhance the police protection and emergency response available within the U.S. Coast Guard Base Miami Beach, and the City of Miami Beach, Florida, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that assistance in a police service is deemed feasible; and

WHEREAS, it is permissible for the U.S. Coast Guard and the City of Miami Beach to make such an agreement; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this Agreement to render assistance to one another in accordance with these terms.

THEREFORE BE IT AGREED THAT;

- (1) Each party will endeavor to provide police support to the jurisdictions which are parties to this agreement within the capabilities available at the time the request for such support is made and within the terms of this agreement.
- (2) Request for assistance pursuant to the terms and conditions of this agreement shall be made by the City Manager or his designee or the Commanding Officer, U, S. Coast Guard Base Miami Beach or his designee.

- (3) The Chief of the City of Miami Beach Police Department and the Commanding Officer of U.S. Coast Guard Base Miami Beach are authorized and directed to draft and update, as deemed necessary, detailed plans of operation and procedure for the technical implementation of this agreement.
- (4) The personnel of the requested jurisdiction shall render assistance under the direction of the official designated by the requesting jurisdiction.
- (5) Law enforcement support provided pursuant to this agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment.
- (6) Subject to the terms of this agreement, and without limiting in any way the other circumstances or conditions in which mutual aid may be requested and provided under this agreement, the parties hereto agree to provide assistance to the requesting jurisdiction in situations within their interest requiring the mass processing of arrestees, and transportation of arrestees. The parties to this agreement further agree to assist the requesting jurisdiction with security and operation of temporary detention facilities on Coast Guard Base Miami Beach.
- (7) Nothing contained in this agreement should in any manner be construed to compel any of the parties hereto to respond to a request for police support when the police personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide police support in another jurisdiction when its police personnel or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its own jurisdiction.
- (8) In addition to providing mutual aid upon request, police officers, agents and other employees of either jurisdiction may enter the other jurisdiction, as appropriate, in furtherance of law enforcement purposes, concerning any offense in which the entering police department may have a valid interest; provided, that the entering personnel shall, immediately request such entry through the designated official of the entered jurisdiction.
- (9) The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the jurisdiction that exercises venue over the offense. Entering police personnel shall promptly notify the appropriate party upon discovery of a crime over which the courts of the City of Miami Beach exercise venue.
- (10) Officers acting pursuant to this agreement shall be granted authority to enforce the laws of the State of Florida and to perform the other duties of a law enforcement officer, such authority shall be in conformance with Florida Statute Section 23.1225, as may be applicable.
- (11) All police officers, agents, and other employees of the parties to this agreement shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction subscribing to this agreement, including the authority to make arrests in each jurisdiction subscribing to this agreement.
- (12) The services performed and expenditures made under this agreement, which are found to be in the line of duty, shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by all parties to this agreement within its boundaries shall extend to its

participation in rendering assistance outside its boundaries, It is understood that for the purpose of this agreement, the responding party is rendering aid once it has entered the jurisdiction boundaries of the party receiving assistance.

- (13) All pensions, relief, disability, workman's compensation, life and health insurance, or other benefits enjoyed by said employees shall extend to the services they perform under this agreement outside their respective jurisdictions.
- (14) Miami Beach Police Department personnel and vehicles will be permitted access through the gate of the U.S. Coast Guard Base Miami Beach, without delay when responding to emergency situations; however, they shall inform security personnel of their destination. Security personnel will maintain a log of all emergency vehicles entering the base and will provide an escort for emergency vehicles when practical.
- (15) The United States Coast Guard is an agency of the Federal Government and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U. S. Coast Guard. The City of Miami Beach is a political subdivision of the State of Florida and is self-insured.
- (16) The United States' liability for damage to or loss of property, personal injury or death resulting from the official activities of the Coast Guard shall be governed by relevant federal statutes which may authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.s.c. 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. 601-613), the Military Claims Act (10 U.S.C. § 2733), the suits in Admiralty Act (46 U.S.C. § 741-752), and the governing Federal Regulations found at 33 C.F.R. Part 25.
- (17) The Coast Guard point of contact for the Miami Beach Police Department shall be the Base Command Security Officer.
- (18) Nothing in this agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard or Department of Homeland Security. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- (19) The terms of this agreement will become effective upon the signatures of ail of the parties below.
- (20) All parties will review this agreement every two years
- (21) This agreement supersedes all previous written or oral understandings relating to the provisions of mutual law enforcement services.
- (22) This agreement may be modified upon the mutual written consent of the parties.
- (23) The terms of this agreement, as modified with the consent of both parties, will remain in effect until upon agreement of the parties. Either party upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:

City Manager
City of Miami Beach, Florida

Date

Commanding Officer
United States Coast Guard
Base Miami Beach
Miami Beach, Florida

Date

Police Chief
City of Miami Beach
Miami Beach, Florida

Date