

MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. COAST GUARD
AND
THE STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF MILWAUKEE, MILWAUKEE POLICE DEPARTMENT
FOR
VOLUNTARY COOPERATION AND ASSISTANCE ON HOMELAND SECURITY
ENFORCEMENT

A. PURPOSE & SCOPE.

The purpose of this Memorandum of Agreement (MOA) is to outline the relationship between the U.S. Coast Guard (Coast Guard), the State of Wisconsin Department of Natural Resources (DNR) and the City of Milwaukee Police Department (MPD) regarding voluntary cooperation and assistance on homeland security enforcement.

The contents of this document augment and do not supersede existing law, regulations, and agency directives. Nothing in this agreement affects the statutorily prescribed duties and obligations under all applicable laws and regulations or the status of other active agreements between the Coast Guard, the State, the City and the MPD. This MOA does not create any rights or obligations, substantive or otherwise, legally enforceable by a party of the MOA. It is a Mutual Aid Agreement, intended solely to enhance law enforcement cooperation and coordination across jurisdictional lines, and to improve the planning and management responsibilities over the resources within and between the Coast Guard and the State for homeland security.

B. AUTHORITY.

The authority for this MOA includes the following:

- (1) Chapters 20 and 118 of the Milwaukee Code of Ordinances.
- (2) Wisconsin Statute § 66.0301. The Wisconsin Mutual Aid Act. The Act permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.
- (3) 14 U.S.C. §141. Cooperation with Other agencies, States, Territories, and Political Subdivisions. The Statute provides authority for the Coast Guard to use its personnel and facilities to assist any federal or state agency perform any activity for which such personnel and facilities are especially qualified.

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- (4) 14 U.S.C. §89. Law Enforcement, The Statute provides that commissioned, warrant, and petty officers of the Coast Guard may inspect, search and seize vessels subject to the jurisdiction of the United States, and may detain, search and arrest persons, who have violated laws of the United States.
- (5) 14 U.S.C. §95. Special Agents of the Coast Guard Investigative Service Law Enforcement Authority. Coast Guard Investigative Service (CGIS) Agents may make arrests without warrant for any offense against the United States committed in the agent's presence; or any felony cognizable under the laws of the United States if the agent has probable cause to believe that the person to be arrested has committed or is committing a felony.
- (6) 33 CFR §6.04-11. Assistance of other agencies. The Captain of the port may enlist the aid and cooperation of Federal, State, county, municipal, and private agencies to assist in the enforcement of regulations issued to protect and secure vessels, harbors and waterfront facilities.
- (7) FDLE homeland security authority.

C. BACKGROUND.

Since the terrorist attacks of September 11, 2001, the need for maritime safety and security within the State of Wisconsin has significantly increased, and has highlighted the importance of cooperation, preparation, and joint response, between federal, state, and local governments. Given the limited number of Coast Guard resources, state and local agencies are critical to patrolling and securing the Wisconsin coastline and its ports, waterways, and critical facilities. Given the long history of close cooperation between the Coast Guard, the State of Wisconsin, the City of Milwaukee, and the Milwaukee Police Department with respect to boating safety, area security, and law enforcement this document is designed to outline the general responsibilities of the parties to enhances safety, security, and law enforcement cooperation and coordination across jurisdictional lines; and to improve the planning and management responsibilities over the resources within and between the Coast Guard and the State on homeland security. This agreement builds on existing relationships and agreements on boating safety and fisheries enforcement.

D. RESPONSIBILITIES OF THE SEVENTH COAST GUARD DISTRICT

- (1) The Coast Guard agrees to provide State and local officials with reasonable training and orientation on applicable federal laws, subject to resource

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constraints.

- (2) The Coast Guard will provide the designated State and local officials within each Coast Guard Group's area of responsibility reasonable advance notification on requests for assistance.
- (3) The Coast Guard will strive to respond expeditiously to calls for assistance from the State and the City by dispatching Coast Guard personnel.
- (4) The Coast Guard will cooperate with State and local officials regarding documented violations of federal law within Coast Guard jurisdiction, and will coordinate with State and local officials in the disposition process.
- (5) The Coast Guard will strive to respond expeditiously to requests for assistance on the enforcement of State and local laws.
- (6) The Coast Guard agrees to provide a list of local law enforcement executives in charge of law enforcement operations to be filed with the Wisconsin Department of Natural Resources and the City of Milwaukee Police Department.
- (7) The Coast Guard agrees to promptly provide specific requests and requests to detain suspects, and intentions regarding case disposition to state and local officers on scene.
- (8) The Coast Guard will consider loan program of surplus marine assets to support implementation of this MOA.

E. RESPONSIBILITIES OF THE STATE OF WISCONSIN AND THE CITY OF MILWAUKEE

- (1) The State and the City of Milwaukee will endeavor to provide, within operational constraints, vessels and personnel to assist with patrolling and law enforcement.
- (2) The State and the City of Milwaukee will take all lawful and appropriate measures necessary to prevent, respond to, and document, observations of federal law violations.
 - a. Normally, such measures may include stopping and boarding a vessel pursuant to state or local law.
 - b. If during a boarding, a federal violation is observed, state and local officers on

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scene will contact the Coast Guard and request disposition guidance.

- c. In exigent circumstances, such as when there is a clear and present danger to the officials on scene, and the Coast Guard and/or CGIS is unable to respond, State and local officials will detain or arrest the offender(s). Prompt notification to the Coast Guard should be made in the event of an arrest.

This paragraph is not intended to limit the authority and scope of the State and the City of Milwaukee with regards to the choice of response in a given situation.

- (3) The State and the MPD will contact the nearest Coast Guard unit by telephone or VHF-FM radio whenever a violation of federal law is observed or reported to a State or local official, and/or whenever State or local officials are responding.
- (4) Pursuant to a request from the Coast Guard, if a State or local official cannot remain on scene, he/she will pass any information and documentation of a federal law violation on to the local Coast Guard station at the earliest opportunity.
- (5) This MOA does not limit the State's or City's ability to pursue a State or local prosecution against any person(s) suspected of violating State laws or local ordinances. If State or local enforcement action is contemplated on a case with Coast Guard involvement, State and/or local officials will notify the Seventh Coast Guard District's legal staff to coordinate prosecutions and witness availability.
- (6) The State and the City agree to provide a list of local law enforcement executives in charge of law enforcement operations to be filed with the Wisconsin Department of Natural Resources and the City of Milwaukee Police Department.

F. PARTIES' INTENT

- a. This MOA does not alter the existing command structures of each party.
- b. The parties to this MOA will exchange use of force policies with participating agency representatives.
- c. This MOA documents both parties willingness to endeavor to comply with the terms of this MOA. The obligations of this MOA will be performed in good faith but will be subject to overriding operational constraints and requirements.

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- d. If subsequent State or local legislation is enacted on these practices, the MOA will work in conjunction with it.
- e. To the fullest extent possible under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 or other applicable waiver of sovereign immunity, the U.S. Coast Guard, subject to the availability of funds, hereby covenants and agrees to indemnify and hold harmless the State and the City of Milwaukee Police Department and its representatives, acting pursuant to this MOA, from, against and in respect of any and all losses incurred to the extent such losses arise from or are related to the sole negligent acts or omissions or willful misconduct of the Coast Guard and its representatives acting pursuant to this MOA. The foregoing indemnification obligation will not cover losses to the extent they arise from or are related to negligence or willful misconduct of the State or the City of Milwaukee Police Department and its representatives.

H. LIAISON

- (1) Operational and tactical notifications pursuant to this MOA should be made directly between state officials and the local Coast Guard Station/Group.
- (2) The Coast Guard point of contact for filings made pursuant to, or amendment of, this MOA is the Seventh Coast Guard District Legal Officer.
- (3) The State point of contact for filings made pursuant to, or amendment of, this MOA is point of contact for this MOA are the FDLE Mutual Aid Coordinator and the FWCC Director of Law Enforcement.

I. REVIEW/MODIFICATION.

Review, change, or interpretation of this MOA may be done by either party's request and mutual agreement to the other's liaison as specified above.

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J. EFFECTIVE DATE/TERMINATION.

This MOA is effective upon signature by both parties. It may be cancelled by any party, thirty days after notification to the other parties. It will otherwise remain in effect for five years from the earliest date hereon, at which point it will be reviewed for renewal.

Dated: _____

Commander, Marine Safety Office,
Milwaukee

Dated: _____

Department of Natural Resources

Dated: _____

Milwaukee Police Department

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