

INTERAGENCY AGREEMENT BETWEEN THE UNITED STATES COAST GUARD  
AND THE UNITED STATES CUSTOMS SERVICE

Article I - General Information

The United States Coast Guard (USCG) and the United States Customs Service (USCS) share responsibility for the enforcement of Federal statutes related to the suppression of violations of customs and navigation laws involving contraband along United States maritime frontiers.

The prevention of the introduction of contraband into the United States requires the joint effort of both parties to this Agreement along with the cooperation of other Federal, state and local law enforcement agencies. The efforts include, but are not limited to, the gathering and dissemination of intelligence, deterring potential violators, interdicting shipments of contraband, and the apprehension of violators.

Article II - Reference and Authority

Agreements between the USCG and USCS are entered into under the authority of 14 U.S.C. 141. The authorities to perform the responsibilities contemplated in this agreement are delineated in 14 U.S.C. 89, 14 U.S.C. 143, 19 USC 1401 and 19 U.S.C. 1581.

Article III - Purpose

The parties have entered into this Agreement to:

1. promote the effective utilization of personnel and facilities through a cooperative effort;
2. define the nature and extent of the services, systems, and facilities each agency will provide; and
3. provide for the timely interchange of information to permit proper planning, programming, budgeting, and evaluation.

Article IV - Responsibilities of Agencies

A. General.

1. The USCG and USCS will work in close cooperation in the national interest and support each other with respect to the suppression of trafficking in contraband on all waters where the United States has jurisdiction, by enforcing Federal laws related to the trafficking of contraband.
2. It is anticipated that most of the planning and execution of operational enforcement and surveillance efforts will be accomplished at the USCG Area or District and USCS Regional or District levels.
- 3.. Nothing in this agreement is intended to restrict in any way the authority of the USCG or the USCS to enforce the customs laws within the Customs Waters, or on the high seas in accordance with existing law.

B. U.S. Coast Guard. Within the limits of its budgetary and personnel capabilities, the USOG, to the extent practicable:

1. has primary responsibility for at-sea enforcement which involves efforts outside the customs waters as defined in 19 USC 1401 (j).
2. shares responsibility for at-sea enforcement within the customs waters of the United States;
3. will provide personnel and facilities, including aircraft and vessels, necessary for effective at-sea surveillance and enforcement both within and without the customs waters;
4. will generally effect all arrests and seizures whenever law enforcement actions are initiated by or are undertaken from a Coast Guard unit, except when USCG is acting in a purely supporting role (e.g., providing vessel transportation for USCS personnel at USCS request);
5. will make every practicable effort to meet all USCS requests for cutter and aircraft assistance, including rapid response to urgent operational requirements, but with the understanding that other Coast Guard missions may take precedence;
6. will provide communications support for units involved in any maritime operations, with the exception of special equipment that may be more properly provided by USCS;
7. will designate a contact point(s) at the Washington, D.C. level to coordinate all law enforcement efforts which require coordination at that level;
8. will provide training to USCS personnel in the operation and maintenance of small boats, and in such other areas of Coast Guard expertise as may be appropriate.
9. will action to be by or from a coordinate with the Department of State for enforcement taken against foreign vessels when such action is to be taken Coast Guard unit;
10. will provide enforcement information, as gathered, to USCS and other appropriate agencies, insuring that USCS is credited for contraband seized and law enforcement action taken, within existing agency guidelines;
11. will provide or permit the use of such other USOG personnel, facilities, or equipment as may be agreed upon from time to time; and
12. will deliver persons, contraband (including dangerous drugs), merchandise, currency and vessels seized for violation of United States customs law or regulation to USCS; with regard to illegal drugs, the provisions of the Memorandum of Understanding Between the Customs Service and the Drug Enforcement Administration on Operating Guidelines (dated 11 December 1975) are acknowledged by both parties to this Interagency Agreement.

C. U.S. Customs Service. Within the limits of its budgetary and personnel capabilities, the USCS, to the extent practicable:

1. has primary responsibility for shore-side enforcement of customs laws within USCS jurisdiction;
2. shares responsibility for at-sea enforcement within the customs waters of the United States;
3. will normally provide personnel to USCG units assigned to patrols where the interdiction of smuggling and the enforcement of the customs laws are primary functions. The USCS personnel so assigned shall be available to advise the unit commander and accompany USCG boarding parties;
4. will generally effect all arrests and seizures when boarding from a USCS unit;
5. will provide training in contraband search techniques;
6. will provide enforcement information, as gathered, to-USCG and other appropriate agencies, insuring that USCG is credited for contraband seized and law enforcement action taken, within existing agency guidelines;
7. will provide or permit the use of such other USCS personnel, facilities, or equipment as may be agreed upon from time to time;
8. will designate a contact point(s) at the Washington, D.C. level to coordinate all law enforcement efforts which require coordination at that level; and
9. will coordinate with the Department of State for enforcement action to be taken against foreign vessels when the action is to be taken by or from a USCS unit.

#### Article V - Coordination and Planning

- A. USCS and USCC will, to the maximum extent practicable, coordinate at-sea enforcement activities.
- B. The USCG will plan effective facilities and equipment for at-sea enforcement.
- C. The USCS will keep the USCG informed, on a continuing basis, as to both detailed and long range plans, related to the joint effort or which may affect the Coast Guard's personnel and facility requirements.
- D. The USCG will, in turn, keep USCS similarly informed as to additional requirements and the outlook for USCG facilities being available for use in the joint effort.

#### Article VI - Public Affairs

Each agency will keep the other advised of all public affairs matters, including news releases and major speeches, that concern the other agency. News releases of national interest will be coordinated between the appropriate public affairs information personnel in Washington, D.C. and released simultaneously whenever possible. Releases of local or regional interest will be coordinated and released jointly at the USCG Area or District level and the USCS Regional or District level, with copies sent to each agency's

headquarters Public Affairs/Information office. Each agency will exercise its own discretion in responding to inquiries with factual information concerning its own actions.

Article VII - Subsidiary Agreements

Consistent with the purpose and provisions of this Agreement, a local working agreement or memorandum of understanding (040U) may be developed by and between USCO Area or District Commanders and USCS Regional or District Directors. No provision of any local agreement or MOU will contravene the spirit or letter of this Agreement. Copies of such working agreements or MOUs will be forwarded to the Commandant, USCG, and the Commissioner of Customs for approval. These agreements will not become effective until approved in writing by Commandant, USCO and the Commissioner of Customs.

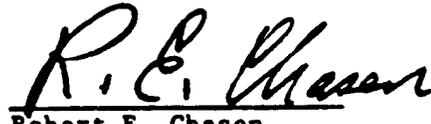
Article VIII - Amendments

This Agreement and any local Agreement pursuant to Article VII may be amended from time to time as may be mutually agreeable to the parties thereto.

Article IX - Termination

This Agreement may be terminated by either party upon 60 days advance written notice thereof to the other party. Upon termination of this agreement, any subsidiary agreement made in accordance with Article VII will also be terminated.

  
John B. Hayes  
Admiral, U. S. Coast Guard  
Commandant

  
Robert E. Chasen  
Commissioner  
U. S. Customs Service

Date: 10 July 1978

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