

**INTERAGENCY AGREEMENT BETWEEN  
THE  
FEDERAL AVIATION ADMINISTRATION  
AND  
UNITED STATES COAST GUARD**

**ARTICLE 1. PARTIES**

This agreement is between the Federal Aviation Administration (FAA) and the United States Coast Guard.

**ARTICLE 2. SCOPE**

**a. Purpose:**

The purpose of this Agreement between the Federal Aviation Administration (FAA) and the United States Coast Guard is for Coast Guard to provide personnel and other support to FAA's Federal Air Marshal program.

**b. Specific goals and objectives to be accomplished:**

Coast Guard shall provide 26 law enforcement officers to the FAA to serve under FAA's direction and control as Federal Air Marshals. (One of the 26 law enforcement officers from Coast Guard will be trained but not deployed.) Coast guard law enforcement officers provided under this agreement shall only exercise such law enforcement authority as is granted to them by the Secretary of transportation or the Federal Aviation Administration. FAA anticipates that it will require the services of these law enforcement officers for at least six months, but probably not for longer than 18 months. Coast Guard reserves the right to provide substitute law enforcement officers to the FAA with at least 30 days notice.

**c. Roles and responsibilities:**

(1.) **Coast Guard.** The Coast Guard will continue to pay these officers' salaries and other benefits for the duration of their assignment to the FAA. The Coast Guard will permit the law enforcement officers it provides to bring with them to FAA their duty firearm, holster, ammunition, and other law enforcement equipment. In addition, the law enforcement officers should bring their federal law enforcement credentials, be prepared to travel on civilian aircraft with a concealed firearm, and be prepared to travel for 3 to 4 days at a time with one piece of luggage that can be carried on board aircraft. FAA will be responsible for any additional training, travel expenses, firearms, ammunition or other supplies needed for these law enforcement officers to serve as Federal Air Marshals.

(2) **FAA.** Although the Coast Guard law enforcement officers will bring their Coast Guard issued firearms, holsters, ammunition, and other appropriate law enforcement equipment, FAA will determine whether it is appropriate to use these items for performance of their air marshal duties. If such equipment is inappropriate for this purpose, the FAA will furnish firearms, holsters, ammunition and other appropriate law enforcement equipment. FAA will provide the Coast Guard law enforcement officers with appropriate training prior to assigning them on actual air marshal missions. FAA will be responsible for any additional training, travel expenses (including home leave and travel to duty stations and training sites), or other supplies needed for these law enforcement officers to serve as Federal Air Marshals and will assume responsibility for administrative matters, such as time and attendance, on behalf of the detailed officers. FAA will work to structure the Federal Air Marshal positions so that the officers will still be statutorily entitled to law enforcement availability pay (LEAP).

**ARTICLE 3. EFFECTIVE DATE and TERM**

This Agreement is effective on the date of the last signature and shall continue in effect until September 19, 2003 or until earlier terminated by the parties, as provided herein.

**ARTICLE 4. DELIVERY/PERFORMANCE**

Coast Guard law enforcement officers will report to Atlantic City, New Jersey or other FAA designated location. Coast Guard will provide the travel orders for their employees to travel from their current duty stations to these facilities.

**ARTICLE 5. RELEASE OF INFORMATION**

No information, oral or written, concerning this Agreement shall be published or released to the public without the prior written approval of the FAA Associate Administrator for Civil Aviation Security.

**ARTICLE 6. LEGAL AUTHORITY**

This Agreement is entered into under the authority of the Federal Aviation Act of 1958, 49 U.S.C. 106(1) and 106(m), 49 U.S.C. 44903(d) and (e), and 14 U.S.C. 141. FAA will confer on the officers detailed to this program and the legal authorities available to the FAA relating to Federal Air Marshals. FAA will furnish the officers with appropriate credentials and security badges to facilitate the performance of air marshal duties. However, the officers will maintain the full authority and credentials of the Coast Guard.

**ARTICLE 7. POINTS OF CONTACT**

FAA Program Office/Technical Officer

Greg McLaughlin, ACT-700

Bob LaChance, ACT-700

Dan Goodwin, ACT-700

William J. Hughes Technical Center

Atlantic City International Airport

Atlantic City, N.J. 08405

(609) 485-8700

FAA Contracting Officer

Kathryn Valdez, ASU-360

Federal Aviation Administration

800 Independence Ave., S.W.

Washington, D.C. 20591

Coast Guard

Special Agent John Cornett

Assistant Director, Coast Guard Investigative Service

4200 Wilson Blvd. Suite 740

Arlington, Virginia, 22203-1804

Telephone No. (202) 493-6600

**ARTICLE 8. FUNDING AND PAYMENT**

Coast Guard will be responsible for the full cost of salaries and benefits of the Coast guard personnel assigned as Federal Air marshals. Similarly, the FAA will reimburse assigned Coast Guard personnel directly for travel costs and other official expenses incurred by them incident to their service as Federal Air Marshals.

**ARTICLE 9. LIMITATION OF FUNDS**

The FAA's liability to make payments to Coast Guard is limited to the amount of funds obligated hereunder, including written modifications to this Agreement.

**ARTICLE 10 PERSONNEL MATTERS**

a. Coast Guard law enforcement officers will be under the direction and control of the FAA, but will continue to be assigned for administrative purposes to the office from which they were detailed. That office shall be responsible for ensuring that all required performance evaluations are completed in a timely fashion, with input from the appropriate FAA official.

b. All leaves of absence (annual, sick, or administrative) must be authorized by leave granting authorities designated by the FAA. Law enforcement officers shall ensure that appropriate leave paperwork is filed with the Coast Guard office to which the are assigned.

c. The appropriate FAA official shall notify the Coast Guard POC for this agreement any time that disciplinary/adverse action appears warranted with regards to one of the law enforcement officers detailed to the FAA, or any time that a law enforcement officer is absent without authority. Any such disciplinary action shall be taken by the Coast Guard, at its discretion, and may require discontinuing the law enforcement officer's assignment as a Federal Air Marshal.

d. Coast Guard law enforcement officers assigned to the FAA under this agreement have the right to file a grievance and/or EEO complaint under the procedures established for FAA personnel. These law enforcement officers shall follow established Coast Guard procedures when the subject of the complaint is a matter under the control of the Coast Guard.

**ARTICLE 11. CHANGES, MODIFICATIONS**

a. Changes and/or modifications to this Agreement shall be in writing and signed by a FAA Contracting Officer and the Coast Guard Contracting Officer, or their duly authorized representatives acting within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All requests for interpretation or modification shall be made in writing.

b. A FAA Technical Officer, identified in Article 7, is responsible for the technical administration of this Agreement. The FAA Technical Officer is not authorized to make any changes that impact the cost, schedule or performance of this Agreement without the written consent of the FAA Contracting Officer.

**ARTICLE 12. TERMINATION**

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

**ARTICLE 13. PROTECTION OF INFORMATION**

The parties agree that they shall take appropriate measures to protect and not divulge classified, proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 14. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by FAA's Associate Administrator for Civil Aviation Security.

**AGREED:**

Coast Guard

Federal Aviation Administration

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_