

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES COAST GUARD AND THE PUERTO RICO AND MUNICIPAL
ISLAND MARITIME TRANSPORT AUTHORITY REGARDING FERRY SECURITY
OPERATIONS**

1. PARTICIPANTS.

This Memorandum of Understanding (MOU) is between the United States Coast Guard (USCG) and the Puerto Rico and Municipal Island Maritime Transport Authority (PRMTA) (hereinafter "the Participants").

2. AUTHORITY

This Understanding is authorized under the provisions of 14 U.S.C. § 89(a), 14 U.S.C. § 99, and 14 U.S.C. § 141:

- a. 14 U.S.C. § 89(a) authorizes the Coast Guard to make inquiries, examinations, searches, seizures, and arrests upon the high seas and waters over which the United States has jurisdiction, for the prevention, detection, and suppression of violations of laws of the United States.
- b. 14 U.S.C. § 99 authorizes the Coast Guard, in the performance of official duties, to carry a firearm, and while at a facility, to make an arrest without warrant for any offense against the United States committed in their presence and to seize property as otherwise provided by law.
- c. 14 U.S.C. § 141 authorizes the Coast Guard to avail itself of such Officers and employees, advice, information, and facilities of any Federal agency, State, Territory, possession, or political subdivision thereof, or the District of Columbia as may be helpful in the performance of its duties.

3. PURPOSE

The USCG is charged with enforcing the safety and security of our nation's ports. USCG law enforcement teams act as a shoreside law enforcement presence in passenger terminals and onboard vessels as a means of deterrence to reduce the risk of potential terrorist activities associated with an attack on vulnerable mass transportation systems. The purpose of this MOU is to set forth the policies, procedures, and responsibilities regarding law enforcement and security operations conducted in conjunction with PRMTA at the ferry terminals, and onboard its ferries. The purpose, procedures, and operations prescribed in this MOU apply to collaborations and resource sharing between the USCG and PRMTA, without

exchange of monies, to accomplish ferry security terminal and vessel goals and objectives. Compliance with these procedures will ensure USCG law enforcement teams operate safely and effectively and have clear guidelines to follow during routine and emergency situations. In addition, these procedures will enhance Coast Guard Ports, Waterways, and Coastal Security initiatives while bolstering inter-agency operability with PRMTA.

4. RESPONSIBILITIES.

A. Coast Guard.

- 1) Responsibilities may vary for each collaboration, and it may be outlined in Individual Action Plans.
- 2) At all times, unless otherwise dictated by national emergency, the USCG will follow the USCG Use of Force policy.
- 3) At all times, each Participant will operate under its own organic authority.
- 4) Operations:

a. Terminal Manager Contact. A member of the USCG law enforcement team shall contact the cognizant PRMTA's Facility Security Officer (FSO) or, in his/her absence, and as applicable, the designated Alternate FSO or the assigned Operations Manager (all collectively denominated "PRMTA Representative"), upon arrival at the terminal on the day of scheduled operations. The PRMTA Representative shall be briefed on the nature of the operations, shift times, and USCG law enforcement team procedures.

b. Enforcement Action. USCG law enforcement teams may encounter situations that require enforcement action. The most likely scenarios include, but are not limited to: an active shooter, domestic violence, suspicious package, or encountering illicit substances. If a USCG law enforcement team encounters one of these scenarios, enforcement action may include, but would not be limited to the following:

- 1) Active Shooter. USCG law enforcement personnel shall follow the Coast Guard Use of Force policy regarding individual self-defense and the defense of others to prevent and deter death or bodily harm. USCG law enforcement

teams will egress passengers to a safe area when possible and immediately notify the USCG Sector San Juan Command Center to coordinate law enforcement and medical assistance with local and federal agencies.

- 2) **Domestic Violence/Assault.** If USCG law enforcement personnel witness an act of domestic violence or other physical assault, the following procedures shall be followed: the suspect(s) involved shall be detained; the involved parties will be separated where possible; and as the situation allows, the USCG Sector San Juan Command Center will notify local law enforcement to coordinate the transfer of the suspect(s) upon arrival ashore.
- 3) **Illicit Substances.** If USCG law enforcement personnel encounter persons in possession of any quantity of illicit narcotics or other substances, USCG law enforcement personnel will maintain positive control of the illicit narcotics or substance, and take any required action in accordance with Coast Guard policy. USCG law enforcement teams shall immediately notify the USCG Sector San Juan Enforcement Duty Officer and follow procedures set forth by current USCG policy regarding detainment and arrest of individuals, including seeking necessary approval for follow-on enforcement actions as required.
- 4) **Suspicious Package.** If USCG law enforcement personnel discover a suspicious package, other than illicit substances, the USCG law enforcement team leader will notify the USCG Sector San Juan Command Center and take the following action. If possible, the USCG law enforcement team will help secure the area around the package, evacuate individuals to a safe distance, and await further instruction from the USCG Sector San Juan Command Center. Under no circumstances will USCG law enforcement personnel attempt to move, modify, or destroy any suspicious package.

- c. **Emergencies.** When confronted with an emergency during operations, the USCG law enforcement team will take appropriate

initial actions to contain the situation (to include acts in self defense/defense of others), and then make appropriate notifications to PRMTA and to the USCG Sector San Juan Command Center.

- d. **Evacuation.** The decision to evacuate an area due to the detection of an explosive device or explosive materials shall normally be made by the PRMTA Representative or vessel captain. However, if deemed necessary, the USCG law enforcement team may make the on-scene determination, and take initial actions to isolate a suspected explosive device to prevent injury to ferry commuters.
- e. **Communications.** The USCG law enforcement team will monitor the Ferry radio channel while onboard. Teams will conduct radio checks with the USCG Sector San Juan Command Center and with the ferry before getting underway.

1) Communications between CG units:

- i. Primary Channel: VHF 113
- ii. Secondary Channels: VHF 23 & VHF 22A

2) Communication between USCG law enforcement team and Ferry:

- i. Primary Channel: VHF 10
- ii. Secondary Channel: VHF 16

B. Puerto Rico and Municipal Island Maritime Transport Authority.

At all times, each Participant will operate under its own organic authority and responsibility. The on-scene presence of one Participant does not relieve the other Participant of its respective duties and requirements, including following security plans.

PRMTA's authority to enter into this MOU is its organic authority; amongst it, Article 4(b) of Puerto Rico's Act No. 1 of January 1, 2000, as amended, and its USCG approved Security Plan, adopted pursuant to the Maritime Transportation Security Act of 2002 (Pub. L. 107-295) and 33 C.F.R. §105 *et seq.*

5. OTHER PROVISIONS.

Nothing in this MOU is intended to conflict with current law or regulations or the directives of the Department of Homeland Security, the USCG, or PRMTA. If a term or condition in this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. As required by the Anti-deficiency Act, 31 U.S.C. §§ 1341 and 1342, nothing in this MOU, in and of itself, obligates the parties to expend appropriations or to enter into any contract, assistance agreement, or interagency agreement, or to incur financial obligations.

6. REPORTING AND DOCUMENTATION.

In the event that the USCG law enforcement team is involved in the detainment of individuals for violations of U.S. federal law during the course of ferry operations, the USCG law enforcement team leader shall contact the USCG Sector San Juan Command Center and Duty Enforcement Officer to report the violation, provide as much identifying information as possible, and receive guidance on how to proceed.

Should USCG law enforcement personnel witness the violation of the Commonwealth of Puerto Rico law, including but not limited to discovery of personal use quantities of narcotics, assault, and/or drunk or disorderly conduct, the USCG law enforcement team leader shall detain the individual(s) suspected of criminal activity during the course of ferry operations. The team leader shall then contact the Sector San Juan Command Center and Duty Enforcement Officer to report the violation and provide identifying information. The local Police Department shall then be contacted to coordinate further assistance and processing in accordance with local law.

On-site ferry terminal security personnel shall be available to assist USCG law enforcement team with detained individuals upon arrival or return to a ferry terminal. This will include, but is not limited to, acting as translators when possible and providing support as needed to the USCG law enforcement team.

7. POINTS OF CONTACT.

- a. United States Coast Guard:
 - Name: USCG Sector San Juan Command Center
 - Address: 5 Calle La Puntilla, San Juan, PR 00901
 - Phone: (787) 289-2041
 - E-mail: SSJCC@uscg.mil

- b. Puerto Rico and Municipal Island Maritime Transport Authority :
Names: Jose A. Ruiz-Garcia, Executive Director
Address: PO Box 41118, San Juan, Puerto Rico 00940
Phone: (787) 497-7740
E-mail: joruiz@atm.pr.gov

The procedures and responsibilities of each agency specified in this MOU may be delegated to subordinates consistent with established agency procedures. The successors of these individuals shall be treated as assuming all responsibilities associated with this MOU, without the need for any additional modification of, or correction to, this MOU.

8. EFFECTIVE DATE.

This MOU will become effective upon signature by both Participants.

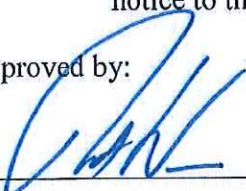
9. MODIFICATION.

This MOU may be amended by mutual written consent of both signatories. A written request for modification shall be provided to the other party at least sixty (60) days prior to the proposed date of change.

10. TERMINATION.

The terms of this Agreement, as modified with consent of both parties, will remain in effect until either party notifies the other of its intention to terminate the agreement. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

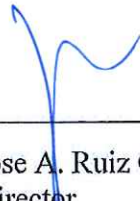
Approved by:



CAPT Robert W. Warren
Sector Commander
USCG Sector San Juan

Date

27 JUNE 2016



Jose A. Ruiz Garcia
Director
Puerto Rico and Municipal Island Maritime
Transport Authority

Date

7/6/2016