

MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD AND NEW YORK CITY
DEPARTMENT OF TRANSPORTATION
REGARDING THE INSPECTION AND CERTIFICATION OF
THE STATEN ISLAND FERRIES

1. **PARTIES.** The parties to this Agreement are the United States Coast Guard (USCG) and New York City Department of Transportation (NYCDOT).
2. **AUTHORITY.** This Agreement is authorized under the provisions of 14 United States Code (U.S.C.) § 93 (d).
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the USCG and NYCDOT will coordinate and execute the inspection of the vessels operated by NYCDOT's Division of the Staten Island Ferry (SIF). While the SIF vessels are not subject to inspection as passenger vessels pursuant to 46 U.S.C. §3301 because SIF vessels do not carry passengers for hire as defined in 46 U.S.C. §2101, the USCG and NYCDOT realize the mutual benefits to public safety and port security associated with the inspection process provided for in 46 U.S.C. §3301. The SIF vessels transport over 60,000 passengers daily through one of the nation's busiest ports. As such, the ferries are vital to the transportation infrastructure of the City of New York.
4. **RESPONSIBILITIES:** The parties hereby agree that the U.S. Coast Guard will exercise authority and treat all SIF vessels as if they were passenger vessels within the meaning of 46 U.S.C. § 2101, and NYCDOT agrees to such authority and that all SIF vessels will be treated in all respects as inspected passenger vessels pursuant to 46 U.S.C. § 3301. As part of the responsibilities covered by this section, the parties agree as follows:
 - a. The USCG will conduct inspection and certification activities to ensure all Staten Island Ferries are in compliance with all passenger vessel regulations contained in Titles 33, 46 and 49 Code of Federal Regulations (CFR) as well as applicable Coast Guard Policy Guidance and Directives.
 - b. The USCG will specify the minimum manning requirements for each Staten Island Ferry on its Certificate of Inspection (COI). All personnel in the deck, engine and staff departments will be properly licensed and / or certified as per the rules and regulations licensing and certifying merchant marine personnel (46 CFR, Parts 10-14). Such licensing and / or certification as applicable will be required as a condition of employment.

- c. NYCDOT agrees that SIF shall maintain, operate and otherwise adhere to all requirements for passenger vessels contained in 33, 46 and 49 CFR.
- d. NYCDOT agrees that those employed on the Staten Island Ferries must hold a valid merchant mariner's document or merchant mariner's license, as appropriate, as a condition of employment. Existing and future crewmembers and officers shall acknowledge, in writing, that their initial and continued employment is conditioned on holding and maintaining a valid merchant mariner's document or license as applicable. This written acknowledgement will be maintained in the personnel record of the employee by the NYCDOT and available for inspection by the U.S. Coast Guard upon request.
- e. The USCG has authority to investigate and take administrative action against a license, certificate or document held by crew members assigned to a Staten Island Ferry.

5. POINTS OF CONTACT.

Commander, USCG
Chief, Prevention Department
USCG Sector New York
212 Coast Guard Drive
Staten Island, NY 10305
Tel: 718 354 4207

Chief Operations Officer
New York City Department of Transportation
Staten Island Ferry
1 Bay Street
Staten Island, New York 10301
Tel: 718 876 2657

6. OTHER PROVISIONS. 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.

7. EFFECTIVE DATE. The terms of this Agreement become effective upon signature of both parties. This Agreement supersedes the previous USCG-NYCDOT Memorandum of Understanding signed May 19, 1998.

8. INTEGRATION. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements.

9. MODIFICATION. This Agreement may be modified only upon the mutual written consent of the parties.

10. TERMINATION. The terms of this Agreement, as modified with the written consent of both parties, will remain in effect until such time that either party provides written notification of termination. Either party upon sixty days written notice to the other party may terminate this Agreement.

APPROVED BY:

UNITED STATES COAST GUARD

By: 

Glenn A. Wiltshire
Captain, U.S. Coast Guard
Officer in Charge, Marine Inspection
New York

28 February 2006

NYC DEPARTMENT OF
TRANSPORTATION

By: 

Iris Weinshall
Commissioner
New York City
Department of Transportation

2/28/06