

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES COAST GUARD
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS

SUBJECT: Vessel Inspection and Certification

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the U.S. Coast Guard (USCG) and the U.S. Army Corps of Engineers (USACE).

2. **AUTHORITY.** The USCG is authorized to enter into this MOU pursuant to the provisions of 14 United States Code (U.S.C.) Section 504(a)(20), which authorizes the Commandant to enter into cooperative agreements with other government agencies, and 14 U.S.C. Section 701, authorizing USCG to utilize its personnel and facilities to assist other Federal agencies to perform any activity for which such personnel and facilities are especially qualified. In inspecting USACE vessels, USCG will apply applicable subchapters of Title 33 Code of Federal Regulations (C.F.R.) and Title 46 C.F.R. Chapter I. USACE is authorized to conduct the activities contemplated under this MOU pursuant to 33 C.F.R. Section 384.5, requiring USACE, to the extent practicable, to consult with and seek advice from all other substantially affected Federal departments and agencies in an effort to assure full coordination between such agencies and USACE for programs and activities covered under Title 33.

3. **PURPOSE.** The purpose of this MOU is to delineate the agency to agency relationship between USCG and USACE in the interest of maritime safety and adoption of current standards for vessel inspection and certification by USACE. This MOU replaces the "Inspection and Certification Agreement between the U.S. Army Corps of Engineers and U.S. Coast Guard," signed by both parties in May 1969 and provides the mechanism by which USCG will inspect USACE vessels and issue vessel-specific Certificates of Inspection (COIs). USACE vessels are public vessels and not subject to the same inspection and certification process as private industry vessels. This MOU will facilitate the implementation of the USACE Subchapter M program which is the USACE's new towing vessel safety program based on 46 C.F.R. Chapter I, Subchapter M (Towing Vessels), and facilitate inspection and certification of other USACE vessels the agency chooses to operate under COIs governed by other subchapters of 46 C.F.R. Chapter I (e.g., Subchapter I and Subchapter T).

4. **RESPONSIBILITIES.**

United States Army Corps of Engineers

- a. USACE government owned and operated vessels are not subject to vessel inspection user fees. Not later than 1 October of each year, the USCG/USACE Liaison Officer will submit a letter to the U.S. Coast Guard Office of Commercial Vessel Compliance (CG-CVC) with and the Deputy Commandant of Operations Office of Budget Execution, Reimbursable and Special Appropriations Execution Division (CG-DCO-832) a list of USACE vessels that are either subject to USCG inspection, participating in special programs, or likely to require inspections during the upcoming fiscal year. The letter will include vessel names, locations and vessel identification numbers.
- b. Will coordinate with the cognizant USCG Officer in Charge, Marine Inspection (OCMI) to schedule vessel inspections in accordance with 46 C.F.R. § 2.01.
- c. Will make corrections and repairs in cooperation with the OCMI as required to maintain a vessel COI following a USCG inspection that identifies deficiencies.
- d. When applicable, will coordinate with the OCMI to obtain special considerations, equivalencies, or other existing regulatory alternative means to comply with vessel inspection regulations.
- e. If USACE elects to remove a vessel from certificated status, notice will be provided in writing by Headquarters USACE, Civil Works, Operations Division, Navigation Branch (CECW-CO-D) to CG-CVC, with a copy to the OCMI that issued the COI.

United States Coast Guard

- a. USCG marine inspectors will verify USACE vessels are in compliance with applicable regulations.
- b. Will issue a COI for USACE vessels upon successful completion of a certification inspection by the USCG OCMI in accordance with 46 C.F.R. § 2.01.
- c. In the case that USCG cannot issue a COI, USACE will be furnished with a written list of deficiencies, via the Coast Guard Form CG-835V, Vessel Inspection Requirements, which will provide details for why the vessel fails to meet USCG requirements.
- d. Will specify the minimum manning requirements on the COI, including a sufficient number of personnel that are properly credentialed, per Title 46, C.F.R., Parts 10 and 15.
- e. Investigates matters pertaining to the conduct of any person who is issued a merchant mariner credential under USCG authority. The USCG may take administrative action as described under the authority of Title 46 C.F.R. § 5 against USCG-issued merchant mariner credentials.

- f. Investigates all reportable marine casualties onboard USACE vessels to determine the causal factors and if there is evidence of any act of misconduct, inattention to duty, negligence, or willful violations of law that may have contributed to the casualty.
- g. Recognizes that USACE maintains the authority to operate its vessels to achieve statutory mission requirements, and that USACE district commanders may make informed, risk-based decisions to operate vessels during periods when a vessel is not in compliance with the COI and will promptly notify the USCG of such decisions. The credentials of USACE mariners licensed under USCG authority will not be at risk when USACE has directed operations under this condition.

5. OTHER PROVISIONS.

- a. USACE will not submit its site and vessel security plans to USCG inspection.
- b. Casualty Review. USACE representative or the Master will report marine casualties to the USCG in accordance with 46 C.F.R. § 4.05-1. USACE vessels will not be exempt under the provisions of 46 C.F.R. § 4.01-3(d). USACE may convene an internal Board of Investigation (BOI) that will be independent of the USCG investigation.
- c. Repairs, Alterations and Plan Approval. For vessels operating under a COI, USACE will provide notice of planned repairs, alterations and conversions, and will prepare plans for USCG review and approval, in accordance with applicable rules and regulations.
- d. Vessels of Special Design. For USACE vessels of special design, USCG may, on a case-by-case basis, permit such variation from the requirements of law and regulations if shown to be necessary for the special purposes for which such vessels are designed.
- e. Safety. USACE will comply with applicable safety rules and regulations in the construction, modification, maintenance and operation of vessels inspected under this MOU, including the USACE Safety and Health Requirements Manual EM-385-1-1. If USACE and USCG safety rules and regulations conflict, the Parties will seek to resolve the conflict through consultation per paragraph 10 of this MOU.
- f. Drug and chemical testing. USACE employees serving on vessels will comply with AR 600-85, the Army Substance Abuse Program regulation and, as applicable, regulations administered by USCG (33 C.F.R Part 95, 46 C.F.R. Part 4, and 46 C.F.R. Part 16). If the language, or interpretation, of USACE and USCG drug/chemical testing rules and regulations conflict, per paragraph 10 of this MOU, the Parties will seek to resolve the conflict through consultation.
- g. Nothing in this MOU is intended to diminish, modify, or otherwise affect the statutory or regulatory authorities of the Parties. All activities conducted under this MOU will be carried out in compliance with all applicable laws, regulations, and other legal requirements.

- h. Notwithstanding any of the previous provisions, nothing in this MOU should be construed as legally binding on either party. The MOU shall not be construed to provide a private right for or cause of action by either Party, or any other person or entity.

6. POINTS OF CONTACT.

USACE

Chief, Operations and Regulatory Division (CECW-CO)

Phone: 202-761-1983

Chief, Operations and Regulatory Division, Navigation Branch (CECW-CO-D)

Phone: 202-761-8648

Floating Plant Program Manager, Operations and Regulatory Division, Navigation Branch (CECW-CO-D)

Phone: 202-761-7225

USCG

Director, Inspection and Compliance (CG-5PC)

Phone: 202-372-1016

Chief, Office of Commercial Vessel Compliance (CG-CVC)

Phone: 202-372-1210

National Towing Vessel Coordinator, Office of Commercial Vessel Compliance, Domestic Vessels (CG-CVC-1)

HQS-SMB-COMDT-CG-CVC@uscg.mil

Phone: 202-372-1216

7. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

8. FUNDS AND MANPOWER. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Parties must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. § 1341.

30 October 2020

9. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the Parties, duly authorized by their authorized representatives. The stated Points of Contact will review the MOU at least every four (4) years, on or around the anniversary of its effective date.

10. **DISPUTES.** Any disputes relating to this MOU will, be resolved by consultation between the Parties. The USACE-USCG governmental liaison will facilitate the resolution process and document in a memorandum.

11. **TRANSFERABILITY.** This MOU is not transferable except with the written mutual consent of the Parties.

12. **ENTIRE UNDERSTANDING.** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

13. **SEVERABILITY.** Nothing in this MOU is intended to conflict with current law, regulation, USACE policies, or USCG policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

14. **TERMINATION.** Either Party may unilaterally terminate this MOU by providing 30 days written notice to the other Party. This MOU may be terminated immediately with the consent of both Parties.

15. **EXPIRATION DATE.** This MOU expires nine (9) years after the effective date.



RICHARD V. TIMME
Rear Admiral
Assistant Commandant for Prevention Policy
U.S. Coast Guard

NOV 09 2020

(Date)



WILLIAM H. GRAHAM JR.
Major General, USA
Deputy Commanding General for
Civil and Emergency Operations

Nov 13 2020

(Date)