

**RESOLUTION NO. 108-2021**  
**AUTHORIZING THE MEMORANDUM OF AGREEMENT**  
**BETWEEN THE UNITED STATES COAST GUARD**  
**AND THE BOROUGH OF SEA BRIGHT**

Councilmember Booker introduced and offered for adoption the following Resolution; seconded by Councilmember Keeler:

**WHEREAS**, due to its close proximity to the Atlantic Ocean, Sandy Hook, Raritan, Shrewsbury and Navesink Rivers the Sea Bright Fire Department may be called upon to assist the United States Coast Guard, Sandy Hook and others with fire and boat rescue; and

**WHEREAS**, in accordance to 14 U.S.C. §141, the United States Coast Guard has requested that a Memorandum of Agreement be entered in to with the Borough of Sea Bright in order to provide assistance for fire protection; and

**WHEREAS**, said agreement is beneficial to both parties as it establishes a formal agreement which can be utilized for fire prevention and suppression, increases the Borough's eligibility for grant and federal funding, and provides training opportunities; and

**WHEREAS**, all parties to this matter have reviewed the attached Memorandum of Agreement and recommend executing said Agreement.

**WHEREAS**, said agreement will be effective from the date of final signature.

**NOW THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute a Memorandum of Agreement with the United States Coast Guard Detachment Sandy Hook, located at 20 Crispin Road, Highlands, New Jersey on behalf of the Sea Bright Fire Department, for the purposes stated herein according to the terms and conditions in the attached MOA; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the following:

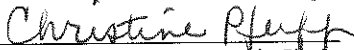
1. SB Fire Chief
2. SB Police Chief

<b>Roll Call:</b>	Birdsall,	Booker,	Catalano,	Keeler,	Lamia,	Leckstein
	Yes	Yes	Yes	Yes	Yes	Yes

May 18, 2021

**CERTIFICATION**

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on May 18, 2021.

  
Christine Pfeiffer, Borough Clerk

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES COAST GUARD  
AND  
BOROUGH OF SEA BRIGHT  
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

1. **PARTIES.** The parties to this memorandum of agreement (MOA) are the United States Coast Guard (USCG) and the Borough of Sea Bright (collectively, the Parties). "Sea Bright Fire Department" shall mean and refer to the fire department of the Borough of Sea Bright consisting of the volunteer company: Sea Bright Fire and Rescue.
2. **AUTHORITY.** The authority for this agreement is found in 14 U.S.C. § 141 and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series).
3. **PURPOSE.** The purpose of this MOA is to set forth the terms and conditions under which the Borough of Sea Bright shall provide fire protection to United States Coast Guard Detachment Sandy Hook, located at 20 Crispin Rd, Highlands, NJ.
4. **RESPONSIBILITIES.**

**Coast Guard**

- a. A designated representative of the US Coast Guard shall request fire or emergency medical equipment and personnel by telephone at (732) 577-8700, Monmouth County Fire Communications. If the primary telephone number is inoperative or unavailable for any reason the designated representative may contact by telephone the Sea Bright Police Department at (732) 842-0010, with 911 as an alternate number.
- b. Any request for aid under this agreement shall include a description by the US Coast Guard representative of the type and nature of the fire or emergency to which response is requested, and shall specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel responding shall be determined by the Sea Bright Fire Department.
- c. A designated US Coast Guard representative shall provide an escort to meet the equipment and personnel and guide the Sea Bright Fire Department to the location where the emergency services are to be rendered.
- d. As an aid to implementing this agreement, members of the Sea Bright Fire Department will be allowed to tour any structures for the purpose of preparing pre-fire plans. Access to the facility structures will be granted at least every 6 months for the purpose of reviewing and updating pre-fire plans. Access must

be arranged in advance with the Engineering Support Division Chief or his/her designated point of contact listed below.

### **Sea Bright Fire Department**

- a. Upon receiving a call from the US Coast Guard, the Sea Bright Fire Department shall dispatch firefighting equipment and personnel to US Coast Guard Detachment Sandy Hook as determined and directed by the Sea Bright Fire Department.
  - b. Sea Bright Fire Department equipment and personnel shall report to the location reported by US Coast Guard Detachment Sandy Hook representative, and shall be escorted by US Coast Guard Detachment Sandy Hook personnel to the location of the emergency.
  - c. All actions of the Sea Bright Fire Department fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the Sea Bright Fire Department.
  - d. Following all emergency responses under this MOA, the Sea Bright Fire Department shall forward a copy of the incident report in its customary format to US Coast Guard Detachment Sandy Hook point of contact shown below.
5. POINTS OF CONTACT. Point of contact (POC) for this MOA shall be:

For US Coast Guard Detachment Sandy Hook  
Justin Simins  
CWO4/ Engineering Support Division Chief  
20 Crispin Rd.  
Highlands, NJ  
(732) 872-3460  
Justin.A.Simins@uscg.mil

For the Sea Bright Fire Department:  
Sea Bright Fire Department  
Attn: Chief  
1099 E. Ocean Drive  
Sea Bright NJ. 07760  
Firechief@seabright.org

WITH A COPY TO:  
Joseph Verruni  
Borough Administrator  
1099 E. Ocean Drive  
Sea Bright NJ. 07760  
732-842-0099 EXT 113  
Jverruni@seabrightnj.org

## 6. OTHER PROVISIONS.

- a. Reimbursement to the Borough of Sea Bright for the cost of firefighting on US Coast Guard Detachment Sandy Hook is governed by section 2210, title 15, United States Code (U.S.C.), and the implementing regulations set forth in title 44, part 151, of the Code of Federal Regulations (CFR). Any such claim for reimbursement for firefighting costs might also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.
- b. The USCG shall defend, indemnify, and hold the Borough of Sea Bright and the Sea Bright Fire Department, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.) as well as the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341(a)(1)(B)) and other applicable law. Nothing in the agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.
- c. The Borough of Sea Bright or the Sea Bright Fire Department shall not be responsible for meeting any of the requirements and standards as set forth by National Fire Protection Association (NFPA) 1720 and the requirements and standards set forth by the Insurance Service Office (ISO) Fire Suppression Rating Schedule (FSRS) while rendering of aid, assistance, and emergency responses to the USCG facility.
- d. In addition to the other rights and remedies of the parties herein, each party hereby waives claims against the other party for compensation or any loss damage, injury, or death occurring as a consequence of the performance of this agreement, except those claims authorized under 15 U.S.C. 2210. Claims for losses for fighting fires on Federal Property must be filled with 15 U.S.C. 2210 by the claimant.
- e. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.
- f. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes which might authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109), the Military Claims Act (10 U.S.C. § 2733), and the governing Federal Regulations found at 33 CFR part 25.

- g. No agency relationship is created. Borough of Sea Bright or Sea Bright Fire Department employees and/or volunteers shall not be deemed Federal officers, or employees of the Federal government as defined and provided for in title 5, United States Code for any purposes. No employee and/or volunteer of the Borough of Sea Bright or Sea Bright Fire Department shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such Borough of Sea Bright or Sea Bright Fire Department employee and/or volunteer be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any Borough of Sea Bright or Sea Bright Fire Department employee and/or volunteer.
  - h. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the Borough of Sea Bright or Sea Bright Fire Department. 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.
  - i. This agreement recognizes the Provisions as required by New Jersey Resource Deployment Act, Civilian Defense and Control Act App.9-33 et seq and Emergency Medical Services N.J.S.A. 26:2K-60
7. EFFECTIVE DATE. The terms of this agreement become effective upon the signature of the Parties.
  8. MODIFICATION. This MOA can be modified by a written agreement signed by all original signatories, or their successors in office.
  9. TERMINATION. This MOA can be terminated upon 30 days written notice by either party.

APPROVED BY:

UNITED STATES COAST GUARD

BOROUGH OF SEA BRIGHT

\_\_\_\_\_  
Justin Simins CWO4  
Engineering Support Division Chief

\_\_\_\_\_  
Brian P. Kelly  
Mayor, Borough of Sea Bright

Date: \_\_\_\_\_

Date: \_\_\_\_\_