



RICHARD J. CODEY
Acting Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW
25 MARKET STREET
PO Box 112
TRENTON, NJ 08625-0112

PETER C. HARVEY
Attorney General

December 17, 2004

Glenn K. Rieth, Major General
The Adjutant General
New Jersey Department of
Military and Veterans Affairs
P.O. Box 340
Trenton, New Jersey 08540

Re: Proposed Report to the New Jersey Legislature
Concerning the New Jersey Naval Militia Joint
Command (NJNMJC) Pursuant to P.L. 2003, c. 300.

Dear General Rieth:

I have reviewed the proposed report to the New Jersey Legislature concerning the New Jersey Naval Militia Joint Command (NJNMJC) pursuant to P.L. 2003, c. 300. ("the Report") that you sent to me under cover of your December 3, 2004 letter.

Upon review of the Report, I find that it complies with the legal requirements of P.L. 2003, c. 300. Further, the summary of the legal advice issued to you by Peter C. Harvey, by Melissa H. Raksa, Deputy Attorney General on July 21, 2004, that is contained in the "Legal" section of the Report is accurate. I agree with and would like to further emphasize the portion of the Legal section of the Report that states that because:

the Naval Militia and the State Guard are considered components of the "organized militia of New Jersey," N.J.S.A. 38A:1-1(a) and 38:1-3(a), the New Jersey statutes that pertain to the "militia" and "organized militia" (e.g. N.J.S.A. 38A, Chapter 4, Personnel of the Organized Militia - General Provisions; Chapter 5, Officers; Chapter 6,



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Enlisted Members), would apply to the Naval Militia and the State Guard.

Finally, the proposed missions listed in the "Missions/Operation" section of the Report are generally consistent with the specific powers of the Governor and the Adjutant General to call the militia into active duty. See N.J.S.A. 38A:2-4 (The Governor may in case of insurrection, invasion, tumult, riot, breach of the peace, natural disaster, or imminent danger to the public safety, order to active duty all or any part of the militia that he may deem necessary. He maintain such forces on such active duty until the exigencies have passed.); and the Adjutant General's powers to command the organized militia, See N.J.S.A. 38A:3-6(d). It should be noted however, that the NJNMJC, the Naval Militia and the State Guard (no matter how they are organized), may not be called to active or inactive duty to provide aid to localities in circumstances which may threaten or are a danger to the public health safety and welfare. See N.J.S.A. 38A:3-6.1. The Adjutant General's authority to activate troops for that purpose is limited by the terms of the statute to the National Guard only. Id. As such, to the extent the need to activate Naval Militia and State Guard troops for specific missions arises, the mission should fall under one of the types listed in N.J.S.A. 38A:2-4.

If you require anything further in regard of this matter, please contact me at (609) 633-8197.

Sincerely yours,

PETER C. HARVEY
ATTORNEY GENERAL OF NEW JERSEY

By: _____



Beth Leigh Mitchell
Deputy Attorney General

BLM

c: Col. Daniel Giaquinto, JAG. NJNG



**NEW JERSEY STATE POLICE
MARINE SERVICES BUREAU**



NEW JERSEY STATE POLICE

TO	: Colonel R. Fuentes, Superintendent LTC L. Hennon-Bell Deputy Superintendent of Homeland Security Major D. Lieb, C/O, Special Operations Section Capt. K. Mallette, E/O, Special Operations Section	DATE:	3-28-05
FROM	: Lt. M. Scarpone, A/Bureau Chief, Marine Services	MEMO#	
SUBJECT	: NEW JERSEY NAVAL MILITIA		
BFO Trac #:		LTC Trac #	Troop Trac #

Forward to Appropriate Personnel for Action:

- Response to your memorandum
- Review the attached correspondence and comply with directives
- For review and further action
- Acknowledge receipt and return memo w/ endorsement
- For Your Information / No Response Required
- Reply Required Due on _____
- Other - _____

COMMENTS:

In April, 2002, the New Jersey Adjutant General ordered the N.J. Naval Militia Joint Command (NJNMJC) to stand down because of structural problems within the organization and a lack of regulations. Since April 2002, the NJNMJC continues to stand down but members have been participating in some training as volunteers. In June 2004, the New Jersey Legislature required the Adjutant General (TAG) to prepare a report to determine whether a viable mission existed for the NJNMJC. The TAG formed a subcommittee which recommended that the NJNMJC be reinstated and utilized as a force multiplier in the State's port security mission. The DMAVA reported was forwarded to the Division of State Police, through the Domestic Security Preparedness Task Force, for review and comment.

As you know, the Division's Marine Services Bureau has a long and distinguished history as the lead state agency for the port security mission in New Jersey and is tasked, with its local, state and federal partners, with protection of New Jersey's maritime environment. The Marine Services Bureau's mission includes enforcement of state criminal laws, as well as recreational boating

laws, along the waterways of New Jersey. The reach of the Marine Services Bureau's jurisdiction extends from New York Harbor in the north to the Delaware River and Bay in the south. It also includes the New Jersey waterways in and around the New Jersey coast.

The success of the Marine Services Bureau relies, in part, on the continuation of the long standing relationship with our local, state and federal partners and the seamless interaction between those entities. Recently, the law enforcement authority of the Bureau was expanded with the signing of the MOU with the US Coast Guard, allowing the Bureau to enforce federal law in Coast Guard established waterside security zones. This MOU allows the Bureau to more effectively and efficiently perform its port security mission by allowing the Bureau to now stop, detain and arrest violators of those waterside security zones.

The possibility of utilizing the New Jersey Naval Militia to augment the Marine Services Bureau has been explored. After careful scrutiny, the "standup" of the NJNMJC presents fundamental barriers regarding law enforcement authority, command and control (C2) and funding issues which preclude the NJNMJC from acting as a viable force multiplier to the New Jersey State Police in their port security mission. Recognizing a need for additional resources to improve the State's port security posture, the question becomes "what is the most efficient and effective way to fill that resource gap". The NJNMJC cannot fill that gap for the following reasons:

1. The NJNMJC does not possess (nor does any state Naval Militia) any law enforcement authority and are not permitted to carry weapons;
2. The NJNMJC does not, and would not, fall within the command and control (C2) structure of the Marine Services Bureau or the Division of State Police; and
3. The possible diversion of limited funding for port security from the State Police to support the NJNMJC would adversely impact on the Marine Services Bureau ability to perform its mission.

With limited funding available for port security, the use of funds to "standup" an organization which does not possess law enforcement authority, when those funds could be more effectively used to increase the ability of the Marine Services Bureau to conduct law enforcement operations, would be a diversion of funds from a more appropriate use. Any funding would be much better used to "plus up" and train additional law enforcement assets for the State Police. The use of an organization without law enforcement authority would also dilute the State's maritime law enforcement posture by requiring constant State Police presence at or near the areas being patrolled by the NJNMJC. Moreover, while the State Police operate under a well established command and control (C2) structure, the NJNMJC would not, and could not, operate under that same structure thereby creating a dual and potentially distractive C2 posture in the marine environment. Each of these issues create a fundamental barrier to the use of the NJNMJC as a force multiplier to the Marine Services Bureau and would only serve to dilute the efficiencies to be derived from any available additional resources and divert and diminish from the Marine Services Bureau's port security mission.

For your information.

**MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST
GUARD AND THE STATE OF NEW JERSEY REGARDING THE
ENFORCEMENT OF MARITIME SAFETY AND SECURITY ZONES**

I. **PARTIES:** The parties to this Agreement are the United States Coast Guard (USCG) and the State of New Jersey, through the New Jersey Department of Law & Public Safety, Office of the Attorney General, Division of State Police (NJSP).

II. **AUTHORITY:** This Agreement is authorized under the provisions of:

14 U.S.C. § 141(b) (2003),
50 U.S.C. § 191 (2003),
33 U.S.C. § 1221, *et seq.* (2003),
46 U.S.C. § 70119 (2004),
33 C.F.R. Part 6 (2003),
Department of Homeland Security Delegation No. 170.1, and
N.J.S.A. 53:I-1 *et seq.*, (as amended)(2004).

III. **PURPOSE:** The purpose of this Agreement is to set forth the framework and procedures by which the United States Coast Guard (USCG), through, among others, the Captain of the Port (COTP) New York/New Jersey and the New Jersey State Police (NJSP) will work together to enhance the safety and security of waters in the COTP New York/New Jersey Area of Responsibility (AOR) through the cooperative enforcement of maritime safety and security zones that are created by the Coast Guard under the authority of the Magnuson Act, as codified at 50 U.S.C. § 191, and implemented at 33 C.F.R. Part 6, and the Ports and Waterways Safety Act, as codified at 33 U.S.C. § 1221, *et seq.*

IV. **DEFINITIONS:** The parties understand that there is a spectrum of activities that promote the effective enforcement of security and safety zones. Throughout this agreement, an effort has been made to distinguish between the terms "ENFORCEMENT ACTION" and "ENFORCEMENT ASSISTANCE," as described below.

A. **Enforcement Action.** For the purposes of this agreement, "ENFORCEMENT ACTION" is any law enforcement activity that implicates any legal privilege or constitutional right of a person, including, but not limited to: arrest, seizure, interrogation, or application of force.

B. **Enforcement Assistance.** For the purposes of this agreement, "ENFORCEMENT ASSISTANCE" is any law enforcement activity that does not amount to enforcement action, but which is helpful to the Coast Guard in furthering the purposes of an established safety or security zone. When authorized by COTP New York/New Jersey, this agreement, or relevant OPORDER, NJSP officers may be present within a designated safety or security zone created by the Coast Guard. While present, such officers are authorized to monitor activities within such zone, detect and report potential violations of federal law to the Coast Guard and reasonably detain individuals, when necessary. While patrolling, NJSP officers are authorized to approach, intercept and hail other vessels within the zone, so long as such activities are lawful under State law.

A. New Jersey State Police (NJSP)

1. The NJSP possess general law enforcement authority throughout the State of New Jersey, including, but not limited to, the authority to "stop and board a vessel in the waters of the State to determine whether the vessel complies with State and federal boating safety laws and shall have the power to order a vessel that does not comply with these laws to return immediately to shore." (N.J.S.A. 53:1-1 et. seq.)

2. On July 2, 2004, the Governor of New Jersey signed a bill, enacted by the State Legislature, which authorized the NJSP, when requested by the Coast Guard, "to take appropriate action as authorized by the United States Coast Guard to assist the United States Coast Guard in the enforcement of any safety and security zone established by the United States Coast Guard Captain of the Port for the Port of New York and New Jersey or the Port of Philadelphia." N.J.S.A. 53:1-11.14e, as amended. The parties intend that this Memorandum of Agreement establishes the protocols for those enforcement activities. (N.J.S.A. 53:1-11:14 as amended by P.L 2004, c.82 (2004))

VI. RESPONSIBILITIES:

A. USCG

1. COTP New York/New Jersey shall develop and promulgate a plan of operations (OPORDER) for the voluntary employment of NJSP personnel and assets to assist in the enforcement of Coast Guard safety and security zones before any NJSP unit may engage in any enforcement activities or operation under this agreement.

2. Mission planning, coordination and execution between the USCG and NJSP will be managed primarily by the COTP New York/New Jersey. NJSP personnel shall only be authorized to engage in ENFORCEMENT ASSISTANCE or ENFORCEMENT ACTION relative to a Coast Guard created safety or security zone to the extent its operations are pursuant to an approved OPORDER.

3. As determined by the USCG, NJSP and USCG units will maintain a communications schedule during all joint or cooperative enforcement operations. NJSP will ensure that NJSP officers and assets operating pursuant to this agreement possess communications equipment compatible with that of the local USCG units, and the COTP New York/New Jersey OPCEN.

4. COTP New York/New Jersey, or his or her designee, reserves the right to assume responsibility for any or all enforcement activities relating to any safety or security zone, at any time, when such action is deemed, in the opinion of COTP New York/New Jersey, most appropriate and in the public interest.

5. Operations permitting, the Coast Guard agrees to report any violations of state boating laws observed by its officers to the NJSP. To the extent permitted by law, the Coast Guard agrees to provide witness support for any ensuing prosecution or other action.

B. NJSP

1. When NJSP personnel are on patrol, but are not operating pursuant to a Coast Guard approved OPORDER, NJSP officers are not authorized to engage in enforcement activities without first obtaining permission from the COTP New York/New Jersey. In such a case, NJSP officers may, in their discretion, report all relevant facts and circumstances to the COTP New York/New Jersey OPCEN and request, as appropriate, USCG authorization to engage in ENFORCEMENT ACTION or ENFORCEMENT ASSISTANCE, as necessary and appropriate.

2. Under exigent circumstances, where in the experience of the NJSP officers immediate intervention is necessary to avoid a serious violation of a safety or security zone in which the NJSP officer has a reasonable belief that there is an imminent threat of death or serious physical injury to any person, NJSP officers may take necessary action and report their actions to the COTP New York/New Jersey OPCEN as soon thereafter as is practicable under the circumstances.

3. When it reasonably appears that violation of a safety or security zone is also accompanied by a state law violation, NJSP officers are not required to obtain advance permission from the Coast Guard, provided all enforcement action is taken pursuant to State law. However, in all cases in which NJSP officers possess evidence that a violation of federal law did, in fact, occur, such NJSP Officers are encouraged to share all relevant evidence with the Coast Guard.

4. When operating independently, the NJSP agrees to notify the COTP New York/New Jersey, or his or her designee, of any suspicious activity or safety or security zone violations as soon as practicable.

5. When, upon the Coast Guard's request, the NJSP arrests or detains an individual, or seizes an individual's assets in connection with a safety or security zone violation, the USCG agrees to receive such individuals and assets within a reasonable time, and further agrees to make necessary arrangements for disposition in connection with the case. When NJSP arrests or detains an individual, or seizes an individual's assets in connection with a state law violation, NJSP shall be responsible for any further actions or arrangements.

C. USE OF FORCE

1. Nothing in this agreement impairs the inherent right of self-defense by law enforcement personnel of either the USCG or the NJSP.

2. No intermediate Coast Guard Field Commander is authorized to delegate the use of warning shots or disabling fire to any NJSP officer, as such authority is hereby reserved to the First District Commander. Any request for such authority shall be directed to the First District Commander, via the Chief of Operations.
3. All USCG personnel shall, at all times, follow the USCG use of force policy as most recently specified through applicable Commandant instructions and manuals, and as may be further defined by District or higher authority.
4. In joint operations between the USCG and NJSP for the enforcement of safety or security zones where NJSP officers are onboard USCG platforms, USCG use of force policy shall apply at all times. USCG law enforcement personnel shall comply with the USCG use of force policy while deployed onboard NJSP platforms.
5. While NJSP officers are engaged in ENFORCEMENT ACTION relative to a safety or security zone, but are operating without the supervision of USCG personnel or independently from their own NJSP platforms, NJSP officers will follow their own use of force policies. To that end, the NJSP may require its officers to use a more restrictive use of force policy than that which is used by the USCG. The NJSP shall not utilize a less restrictive use of force policy than the policy employed by the USCG. Before each joint operation, USCG and NJSP personnel shall meet to clarify and agree upon the use of force policy under which each agency is operating. Except as described above, when using force for any reason other than ENFORCEMENT ACTION in support of a safety or security zone, the NJSP use of force policies shall apply.

D. POST ENFORCEMENT ACTION

1. NJSP officers exercising authority under this agreement shall submit written documentation of any action taken pursuant to this agreement to the COTP New York/New Jersey. Such documentation shall include, but shall not be limited to, case investigation reports, a copy of any written warning or documentation of violation, and any supporting exhibits, affidavits, photographs or other evidence gathered. Additionally, the NJSP shall immediately notify COTP New York/New Jersey, or his/her designee, of any ENFORCEMENT ACTION taken in connection with a safety or security zone violation and any ENFORCEMENT ASSISTANCE provided in connection with a safety or security zone. Before forwarding any written reports, the NJSP shall review all such reports for accuracy and completeness and shall determine the cause and circumstances surrounding each reportable incident. All reports will be submitted on a timely basis.
2. NJSP officers will be made available, upon request by the USCG or a representative from the Department of Justice, to appear as witnesses as needed. NJSP officers who appear in cases related to this Agreement

may request official travel orders to be reimbursed for travel expenses and per diem (at rates authorized under the Federal Travel Regulations), for travel incurred while providing direct services to the Federal Government as a witness, in accordance with applicable Federal law.

E. REIMBURSEMENT: The parties understand that the Coast Guard will not pay or reimburse the NJSP for any activities undertaken by the NJSP pursuant to this agreement, if any, unless such payment or reimbursement is approved in advance in accordance with applicable federal procurement regulations. Absent such prior approval, the NJSP shall bear its own costs incurred while providing ENFORCEMENT ASSISTANCE or ENFORCEMENT ACTION, including, but not limited to, costs related to fuel, vessel maintenance, personnel costs, or post-enforcement actions. Nothing herein, however, shall be construed as limiting the State's ability to seek or receive grants or other funding from the federal government.

VII. TRAINING: No operations may be undertaken pursuant to this agreement until NJSP officers have received training to the satisfaction of COTP New York/New Jersey. The USCG will provide and document such training to individual NJSP officers, as needed to support the purposes of this agreement. Such training shall include instruction on USCG use of force policy and the USCG use of force continuum, as well as the legal regime applicable to safety and security zone enforcement strategies. Similarly, the State of New Jersey may, at its option, provide instructors and facilities for the training of Coast Guard personnel.

VIII. CIVIL LIABILITY AND AGENCY:

A. No agency relationship is created. NJSP officers shall not be deemed federal officers, agents, or employees of the federal government, as defined and provided for in Title 5, *United States Code*, for any purposes. No employee of NJSP 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 NJSP officer 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 to any State of New Jersey employee.

B. The NJSP understands that a USCG request for assistance does not confer any privileges or immunities to the NJSP or its officers under federal law. The NJSP is viewed as assisting the USCG pursuant to its own organic statutory authority as listed in paragraph 2 above and other, applicable state law. As such, state law shall govern any causes of action, immunities, or remedies based upon the actions of NJSP officers, unless, at the election of the United States, such action is removed to federal court upon proper motion. However, at its option, the United States may elect to seek representation for NJSP officers when necessary or when, in the judgment of the Coast Guard, such representation is in the best interests of the federal government. The U. S. Department of Justice is the final authority for making such determinations on behalf of the United States. During the pendency of the federal representation determination, the NJSP and its officers may be afforded representation by the

New Jersey Office of the Attorney General, at the discretion of the New Jersey Attorney General. Such representation by the New Jersey Office of the Attorney General shall not prejudice the federal government's determination as to whether federal representation is appropriate.

C. The Coast Guard does not agree to indemnify any NJSP officer or the State of New Jersey for any matter arising out of activities related to this agreement, as such a promise would violate federal law. See 31 U.S.C. § 1331.

D. NJSP vessels, when operating pursuant to this agreement and an approved OORDER, and when actually engaged in ENFORCEMENT ACTION or ENFORCEMENT ASSISTANCE activities pursuant thereto, are deemed public vessels of the United States pursuant to 14 U.S.C. § 827, and deemed vessels of the Coast Guard pursuant to 14 U.S.C. § 646 only.

IX. POINTS OF CONTACT:

A. For the USCG:

Commander, USCG Activities New York, NY
212 Coast Guard Drive
Staten Island, New York 10305
(718) 354-4001

B. For the State of New Jersey:

Colonel Joseph R. Fuentes
Superintendent
New Jersey Division of State Police
West Trenton, New Jersey 08625
(609) 882-2000

X. CONFLICT OF LAW: Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the USCG or the department in which the Coast Guard is operating, the State of New Jersey or the NJSP. 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.

XI. EFFECTIVE DATE: The terms of this agreement will become effective on the date it is signed by all parties.

XII. MODIFICATION: This agreement may be modified upon the mutual written consent of the parties.

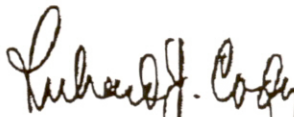
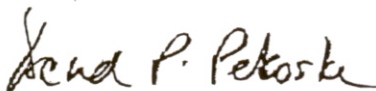
XIII. TERMINATION: The terms of this agreement will remain in effect for two years after the effective date. The parties will review the agreement every two years and may extend or alter the agreement in two-year increments by written mutual agreement. All alterations will be documented in a letter, signed by

cognizant representatives of both parties, and appended to each party's copy of the original agreement. The parties will determine at each review whether the alterations require the agreement to be rewritten. Either party may terminate this agreement upon thirty days written notice to the other party.

APPROVED BY:

UNITED STATES COAST GUARD

STATE OF NEW JERSEY



By: DAVID P. PEKOSKE
Rear Admiral, U.S. Coast Guard
Commander, First Coast Guard District
U.S. Department of Homeland Security

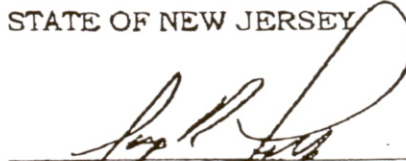
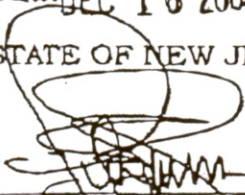
By: RICHARD J. CODEY
President of the Senate, Acting Governor

Date: DEC 16 2004

Date: DEC 16 2004

STATE OF NEW JERSEY

STATE OF NEW JERSEY



By: PETER C. HARVEY
Attorney General
Office of the Attorney General
Department of Law & Public Safety

COL JOSEPH E. FUENTES
Superintendent
New Jersey Division of State Police
Office of the Attorney General
Department of Law & Public Safety

Date: DEC 16 2004

Date: DEC 16 2004

USCG –New Jersey MOA
Talking Points for
Rear Admiral Pekoske

Background.

- In late 2003, the New Jersey Attorney General's Office approached the Coast Guard about entering into an MOU to address joint security operations. D1, D5 and COTP NY and Philly personnel met with NJ officials to identify potential jurisdictional shortfalls to such an agreement. Based on these meetings, NJ introduced legislation that authorized the NJ State Police to take appropriate action, as authorized by the USCG, in the enforcement of any safety or security zone established in NY/NJ or Philadelphia. This bill became law in July 2004.
- In April 2004, First District and the state of Maine entered into the nation's first MOA authorizing state officers to assist in the enforcement of Ports and Waterways Safety Act (PWSA) and/or Magnuson Act safety or security zones. There were some limitations in this MOA, as the law was not clear whether state officials had the authority to fully enforce PWSA violations.
- In August, 2004 President Bush signed the Coast Guard Authorization Act of 2004, which included a provision authorizing state and local law enforcement officers with authority to enforce state criminal laws the authority to make arrests for violations of PWSA and/or Magnuson Act safety or security zones
- This MOA is designed to satisfy the requirements of the New Jersey law, and builds on the Maine MOU to include the additional state powers granted by the CG Auth Act. However, it is a flexible document, largely leaving the decision of how to use the state resources to the COTP. The MOA also requires that an OORDER be developed and approved prior to execution of any missions under the agreement.

Highlights.

- The MOA embodies a comprehensive strategy to facilitate synergy among federal and state safety and security related law enforcement activities in New Jersey waters.
- Consistent with mandate of the Homeland Security Act of 2002 (specifically, Sec. 102(c), codified at 6 U.S.C. § 112), this regime furthers Congress' purposes of promoting cooperation between federal and state entities regarding planning, training, response, and communications in matters relating to homeland security.
- New Jersey is first State to implement this kind of MOA since Federal law was changed in August 2004. The MOA respects the historical balance of legal authority between federal and state agencies, while promoting a consistent application of law under a unified command regardless of who takes action.

- New Jersey is voluntarily undertaking to assist the Coast Guard. There is no promise of compensation under this agreement.
- This MOA will promote consistent and fair enforcement under the direction and control of the Coast Guard. Except for violations of state law alone, cases relating to safety or security zone violations detected by the New Jersey State Police Marine Unit pursuant to this agreement will be processed under the Coast Guard's civil penalty system or, at the discretion of the U. S. Attorney, prosecuted in federal court.

Glitzy Quotes.

- The Coast Guard has long benefited from an extremely effective working relationship with the new Jersey State Police. Countless examples of previous cooperation exist, from responding to heightened security threats in the port of New York and New Jersey, to routine operations during fireworks displays and celebrations in the harbor.
- The agreement is not the beginning of our partnership with New Jersey and its State Police Marine Unit, but yet another important step toward sharing resources and talents to best ensure the safety of New Jersey, its people, and its maritime commerce that is so vital to our national strength and security.
- This agreement is the new national model for future Coast Guard – State maritime security operations. We stand ready to implement similar arrangements with the other states within the First Coast Guard District who are interested in following Maine and New Jersey's lead.
- The State of New Jersey should be commended for its vision in taking steps to eliminate legal barriers to effective federal – state cooperation.
- Today, we merely formalize our long-standing commitment to cooperative enforcement of maritime security laws designed to protect the citizens of New Jersey and its economically vital ports, waterways, coastline, and critical infrastructure.
- The practical benefits of this new agreement are significant. With the expanded authority of the New Jersey enforcement officers, they can now be positioned in places that previously required Coast Guard coverage, or double coverage. In effect, we're able to better protect a larger swath of the Port of NY/NJ at any given time.
- The Coast Guard is also working to provide NJ state enforcement vessel with new equipment that will give us real-time tracking and communications capability, allowing us to position assets effectively and respond to incidents more quickly.

Talking Points for Rear Admiral Brice-O'Hara
Signing Ceremony for New Jersey Safety/Security Zone Enforcement MOA
16 December 2004

- This agreement establishes a key **partnership** between the Coast Guard and New Jersey to protect critical infrastructures and key assets in waters of concurrent jurisdiction.
 - This agreement **builds** on the strong **existing** relationships between the State and Coast Guard officials at the local level.
 - Does not detract from either State or Federal primacy for enforcement of laws within their waters.
 - Agreement furthers existing excellent relations with NJ in the areas of maritime safety, security, enforcement.
- Maritime and port security in New Jersey must be a **shared responsibility** between Federal, State, local governments and private industry stakeholders.
 - CG/NJ partnership is critical to leading that effort.
 - Agreement is fully **consistent with the intent of Congress** for promoting cooperation among all the "players" in the area of Homeland Security.
- The agreement ensures optimum utilization of limited Federal and State resources toward security risks in the maritime environment.
 - MOU does not obligate the CG to provide any funding to NJ for this effort. NJ assistance to CG is **voluntary**.
- The agreement **sets the framework for future cooperation** on other enforcement issues maritime safety and security concerns.
- Agreement is the result of dedicated work on the part of state and Coast Guard people. Particularly noteworthy is the **effort by the State** to enact legislation (which became effective in July 2004) to provide the state law framework for this cooperation.
- The Agreement takes full advantage of the **new Federal legislation** (Coast Guard Authorization Act of 2004) which specifically provides authority for state and local law enforcement officers to make arrests for violations of safety or security zones (under the Ports and Waterways Safety Act (PWSA) and/or Magnuson Act).
 - NJ first state MOU since the new Federal legislation.