

**RESOLUTION NO. 40-2024**  
**APPROVING SERVICE FEE AGREEMENT BETWEEN THE**  
**BOROUGH OF SEA BRIGHT AND THE CITY OF LONG BRANCH FOR**  
**SUPPLEMENTARY FIRE SUPPRESSION/EMERGENCY SERVICE COVERAGE**

Councilmember Leckstein introduced and offered for adoption the following Resolution; seconded by Councilmember Catalano:

**WHEREAS**, the "Shared Services and Consolidation Act" at N.J.S.A. 40A:65-1 et seq. (The "Act") allows a local unit to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the primary purposes of any of the participating local units; and

**WHEREAS**, the Borough of Sea Bright desires to enter into an Agreement with the City of Long Branch to provide fire suppression/emergency services on a per call basis as requested by the Sea Bright Fire Chief; and

**WHEREAS**, the Long Branch Fire Department has agreed to provide supplementary fire suppression/emergency service coverage for the Borough of Sea Bright for the period January 1, 2024 through December 31, 2028; and

**WHEREAS**, the Borough of Sea Bright understands that the City of Long Branch must adequately back fill its firehouses and fire equipment to ensure that the needs of the Borough of Sea Bright are met when necessary and appropriate under the terms of the agreement and the Borough of Sea Bright shall compensate the City of Long Branch for the cost of the back fill; and

**WHEREAS**, the fee for said services shall be charged on an hour to hour basis and based on the individual hourly rate of each employee for the period of coverage provided; and

**WHEREAS**, the Borough of Sea Bright can request additional personnel to supplement manpower at an additional fee per member as requested; and

**WHEREAS**, the fee will be assessed when Long Branch on-duty personnel become committed to an active incident in the Borough of Sea Bright and will require recall of personnel to staff Long Branch Fire Headquarters for the duration of the incident; and

**WHEREAS**, limitations to the response shall be at the discretion of the Sea Bright Fire Chief,

**CERTIFICATION OF FUNDS**

I, Michael J. Bascom, Chief Financial Officer of the Borough of Sea Bright, do hereby certify that funds will be available in the 2023 Temporary and Adopted Budget under Fire Department O/E for the purposes stated herein.

  
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**MICHAEL J. BASCOM, CFO**

**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 sign any and all documents necessary to effectuate the attached hereto Service Agreement for Supplementary Fire Suppression/Emergency Service coverage with the City of Long Branch for the period January 1, 2024 through December 31, 2028.

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

1. Sea Bright Fire Chief
2. CFO
3. Khristi Jacobs, Financial Manager
4. City of Long Branch – Office of the Clerk

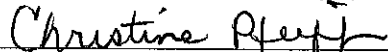
**BE IT FURTHER RESOLVED** that the form of the aforesaid lease agreement shall be approved by the Borough Administrator and Borough Attorney.

**Roll Call:**     Bieber,     Catalano,     Gorman,     Keeler,     Lamia,     Leckstein  
                      Yes            Yes            Yes            Yes            Yes            Yes

January 6, 2024

**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 January 6, 2024.

  
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Christine Pfeiffer, Borough Clerk

Fee for Service Agreement

AND NOW THIS 16<sup>th</sup> day of January, 2024, by and between the City of Long Branch and the Borough of Sea Bright for supplemental support services.

1. The City of Long Branch Fire Department will provide fire suppression/emergency service coverage for the Borough of Sea Bright for the period of January 1, 2024 to December 31, 2028. The fee structure for the period shall be calculated on a per call basis. The fee will be charged on an hour for hour basis, per member as per the unions collective bargaining agreement with the City of Long Branch to cover staffing requirements to fill fire headquarters in Long Branch when on-duty assets are deployed into the Borough of Sea Bright.
2. Typical staffing is (1) Fire Officer and (4) Firefighters but may vary depending on available personnel but not to exceed (5) slots. The fee will be based on the individual hourly rate of each employee for the period of coverage provided to the Borough of Sea Bright. Additional personnel can be requested by the Borough of Sea Bright to supplement manpower at additional fee per member as requested. This fee will be assessed when Long Branch on-duty personnel become *committed to an active incident* in the Borough of Sea Bright. This will require "recall" of personnel to staff Long Branch Fire Headquarters for the duration of incident.
3. The on-duty career staff shall respond to designated emergency responses as requested by the Fire Chief of Borough of Sea Bright. Limitations to the response shall be at the discretion of the Long Branch Fire Chief. Long Branch units will be dispatched upon request from the Borough of Sea Bright by Monmouth County Radio Communications Center.
4. This agreement will be updated no later than November 30<sup>th</sup> of the current agreement cycle. All changes to response protocols during a cycle shall be in writing to the City of Long Branch Director of Public Safety. This agreement may be canceled by either party in writing with 30 days' notice.

Signed:

Dated:

\_\_\_\_\_  
John Pallone, Mayor

1-16-24

B P Kelly  
Borough of Sea Bright  
Brian P. Kelly, Mayor

Christina Rieffe, RMC