ORDINANCE 2025-1

ORDINANCE AMENDING § 51-9 "OUTSIDE EMPLOYMENT AND SPECIAL ASSIGNMENTS" OF CHAPTER 51 "POLICE DEPARTMENT" OF THE CODE OF COLTS NECK TOWNSHIP, COUNTY OF MONMOUTH, AND STATE OF NEW JERSEY

WHEREAS, Colts Neck Township regulates the off-duty, special assignment employment process of the Township Police Department in § 51-9 of the Township Code; and

WHEREAS, the Township Police Department advises it will be of benefit to the Township Police if they were permitted the flexibility to utilize the services of a secondary service provider to administer the scheduling, billing, and other activities associated with the department's special assignment employment process; and

NOW THEREFORE BE IT ORDAINED, by the Township Committee of Colts Neck Township, County of Monmouth, and State of New Jersey, as follows (additions to text indicated by **bold italicized underline**; deletions to text indicated by ***~~bold italicized strikeout~~***):

SECTION 1. §9 of Chapter 51 "Police Department" of the Colts Neck Township Code shall be amended as follows:

§ 51-9 Outside employment and special assignments.

A. "Outside employment" shall be employment that is separate and apart from an officer's employment and responsibilities as an officer for the Township. Such employment shall include but not be limited to additional occupations such as landscaping and lawn services.

B. Prior to engaging in any outside business or employment, a member or employee of the Police Department shall request permission to do so from the Chief of Police through channels in the approved form. The decision of the Chief of Police to approve or deny permission to work outside the Department is final and subject only to appeal to the Township Committee.

C. Special assignments or "road jobs" shall include but not be limited to private security or managing traffic for private functions. Whenever the Chief of Police or his designee determines that special assignments shall be performed for a party requesting private or quasi-public duty, the Chief of Police or his designee shall enter into an agreement providing for the special assignments for which the Township shall be compensated at the rate set from time to time by resolution. Such agreements shall be in accordance with the following standards:

(1) The party requesting the assignment shall execute and deliver an agreement in a form approved by the Township Committee by resolution from time to time. The Chief of Police or his designee shall be authorized to execute any such agreement, provided that it has been submitted in the form approved by resolution.
(2) The Township shall be responsible to provide all necessary claims for damages for personal injury, including death or damage to property which may arise or result from the Township's performance under the contract.
(3) The party requesting the assignment of police officers shall indemnify and hold harmless the Township from any and all claims made by said police officers for injury or illness while performing outside employment assignments for said party. In addition, the party shall hold the Township harmless from any and all claims made by any third party for injury, illness or damage to property arising out of the special assignment of a police officer.
(4) Any and all outside employment assignments shall be determined and approved by the Chief of Police or his designee. The Chief of Police or his designee may assign a patrol vehicle for use in performing special assignments if

and in the event it is determined that the use of a patrol vehicle is necessary to perform the contracted duty.
(5) The work to be performed shall be considered "special assignment from independent contractors" and will not be considered direct assignment or duty on the job through the Township. The appointment of any and all special assignments shall be in accordance with a system established and administered by the Chief of Police.

D. The Township may choose to utilize a secondary service to administer and perform the actions within this section related to the special assignment off-duty employment process detailed in the preceding section. These actions include but are not limited to: communicating with parties to schedule off-duty "jobs", scheduling the officers for said jobs, invoicing requesting parties, and receiving escrow and/or payments from parties in a manner set forth by the secondary service provider. The secondary service provider shall utilize business-type collection rules as set forth in the contract between the Township and the secondary service provider. The secondary service provider shall reimburse the Township via ACH or other funds transfer methods, as set forth by their agreement with the Township, and shall pay the Township and the officer(s) in a timely manner for their "jobs", in a manner usually coinciding with payroll periods for "jobs" that the officers have performed or were scheduled for.

SECTION 2. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed. All portions of the ordinance not modified herein remain in full force and effect.

SECTION 3. Should any section, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 4. This ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

I hereby certify the Ordinance foregoing to be a true copy of an Ordinance adopted by the Township Committee of Colts Neck Township on the 29th day of January, 2025.

Tara Torchia Buss, Mayor

Trina Lindsey, Municipal Clerk

RECORD OF VOTE										
	First Reading					Second Reading				
	January 8, 2025					January 29, 2025				
	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Buss			X						X			
Deputy Mayor Viola	M		X						X			
Buzzetta			X						X			
Fitzpatrick			X					S	X			
Rizzuto		S	X					M	X			

M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent