

**BOROUGH OF RIVERTON  
ORDINANCE NO. 1 - 2016**

**AN ORDINANCE GOVERNING OUTSIDE EMPLOYMENT  
OF RIVERTON BOROUGH POLICE AND CREATING PROCEDURES FOR  
PAYMENT BY OUTSIDE EMPLOYERS**

**WHEREAS**, the Police Officers (hereinafter referred to as “Officers”) of the Borough of Riverton often receive requests by separate entities to provide security-related and traffic control services; and

**WHEREAS**, it is deemed in the best interest of the citizens of this community, and would contribute to the overall safety and welfare of all persons living in or traveling through this Borough, for these Officers to be permitted to provide services to these separate entities, provided such services can be provided without adverse impact or detriment to the primary employment of the Officers with the Borough; and

**WHEREAS**, it is also deemed to be in the best interests of the municipality, as well as consistent with state law and regulation, to provide for the coordination and administration of such services through the local government and to maintain departmental discipline and control of the Officers while performing such services; and

**WHEREAS**, these services are provided, with rare exception, while the Officers are off-duty from their primary Borough employment; and

**WHEREAS**, the governing body seeks to protect the Borough and the Officers from liability in connection with such work and to establish certain guidelines, standards, and regulations for such work;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Borough Council of the Borough of Riverton, County of Burlington, and State of New Jersey as follows:

Article One. The Borough Code of the Borough of Riverton is hereby amended to create a Chapter entitled “Outside Employment”:

A. *Definitions.*

“Employees or Officers” shall mean regular, permanent regular police officers of the Police Department of the Borough of Riverton that are being hired by an Private Employer to provide security-related and traffic control services. Special Officers, defined in N.J.S.A. 40A:14-146.8 et seq., are not permitted to perform these services and are, therefore, not included in this Ordinance.

“Private Employer” shall mean any entity, public or private, other than the Borough of Riverton, that is hiring an Employee, as defined herein, to provide security-related and traffic control services for the Private Employer’s business, project, or function.

“Borough” shall mean the Borough of Riverton.

B. *Authorization.*

(1) Employees of the Borough’s Police Department, whether they be full-time or part-time, are expressly authorized to engage in security-related and traffic control services, during their off-duty hours for Private Employers, so long as arrangements therefor are made through the Borough, the duties will not interfere with or detract from their primary employment with the Borough, and any compensation paid to the Employee for such service is channeled through the Borough.

(2) Officers performing such off-duty services are authorized to wear an appropriate Borough uniform, as directed by the Chief of Police.

(3) The authorization provided for in this Ordinance shall apply only to off-duty security-related and traffic control activities provided for Private Employers consistent with the Employee’s responsibility and training for his Borough employment.

(4) In granting this authorization, the Borough assumes no responsibility or liability for the actions or non-actions of its Officers while in off-duty private employment. Notwithstanding this disclaimer, in the event that an Employee, while performing services contemplated under this Ordinance, is required to return to “on-duty” status (such as a police officer witnessing an illegal act or becoming involved in an arrest or other police function), then, and in that limited event, the Borough shall be responsible for the actions of its Officers while in off-duty employment. Nevertheless, this indemnification provides, to the fullest extent permitted by law, that the duty of the

Private Employer to defend and hold harmless shall remain in full force and effect such that should a situation arise during the course of the provision of services here under directly related to those services, the Private Employer shall defend the Borough and its Officers, hold them harmless, and indemnify them from any claims arising from their actions.

(5) Pursuant to memoranda issued by the State of New Jersey Department of the Treasury, Division of Pensions, it is the express intention of this Chapter that off-duty work authorized by this Chapter shall entitle police Riverton to coverage under the Police and Fireman's Retirement System where they are injured during off-duty or outside employment under the scope of this Chapter. Both the Borough and the members of the Borough's Police Department are familiar with these memoranda and, because they will be ultimately subject to departmental discipline and control, and because they are ultimately paid by the Borough, they are considered in accordance memorandum to be covered for injury or death that may occur while performing those duties.

C. *Contracts with Private Employers or Public Entities.*

Any Private Employer desiring to retain the services of Officers of the Borough for extra-duty, security related and/or traffic control activities shall be required to enter into a contract with the Borough. Except in cases of *bona fide* emergency, no assignment to extra duty may be made unless, prior to the assignment, the Private Employer or Public Entity has executed a contract for the services and has made the required deposit pursuant to the Uniform Agreement to Provide Services by Off-Duty Officers, which form of Agreement is on file with the Borough Department of Finance. The Agreement shall include, but not be limited to, the nature of the duties to be performed, the location where the duties are to be performed, the date and hours of service, the rate of payment of services to the Officers, administrative fees to the Borough, and fees for Borough owned equipment.

The Agreement with the Private Employer shall provide for the deposit of monies in advance by the party for whom the services are to be performed. Should the contract be for a period exceeding one (1) month, the Private Employer shall be required to tender an estimated payment for the first month's services upon executing the agreement, and will be billed periodically, in advance, thereafter. Should the actual amount due turn out to be less than the amount deposited, the Chief Financial Officer of the Borough shall, upon conclusion of the agreement, receipt of the final certified time slips, and receipt of a written request from the Private Employer, promptly return all unused funds. Should the amount of the deposit be insufficient, the Private Employer shall pay the deficiency immediately upon receipt of notice from the Chief Financial Officer.

In the case of *bona fide* emergencies, where there is no opportunity to execute an Agreement in advance, the Private Employer shall be billed for the services with payment required to be made within thirty (30) days.

Should any payment due under this Chapter not be made when due, the Borough may institute suit for collection of the same together with interest at the rate of twelve (12) percent per annum, costs of collection, and attorneys fees incurred in collecting the amount due. Moreover, no future Agreement may be entered into with any Private Employer unless and until all past due fees, costs, and expenses are satisfied.

Nothing in this section shall be construed as limiting the power of the Borough to accept or reject any and all assignments with any Private Employer.

D. *Cancellation Policy*

Any private employer who determines to cancel the services of Officers, after entering into a contract, shall be required to provide notice to the Officers not less than eight (8) hours before the scheduled start time of the assignment. If a contractor fails to provide such notice, the Officers shall be entitled to two (2) hours payment for said assignment. Said requirement shall only apply where the Private Employer has deposited the escrow funds required under Paragraph C above.

E. *Insurance.*

As a pre-condition to the use of Officers by a Private Employer, the Private Employer shall provide written assurance that the Officers are covered by Private Employer's workers compensation insurance and personal liability insurance, and proof that the Borough and its Officers are named as additional insureds in the amount of \$1 Million Dollars per single occurrence, \$2 Million in the aggregate, as well as such other information as the Chief Financial Officer deems appropriate. All such information shall be submitted to the Borough Attorney for approval prior to the performance of any services.

F. *Payment for Extra-Duty Assignments; Establishment of Fund.*

All Private Employers shall be required to make all payments for extra-duty assignments payable to the Borough. All payments shall be forwarded to the office of the Chief Financial Officer of the Borough. The Chief Financial Officer shall cause all funds for the payment of extra-duty Officers collected from Private Employers, to be deposited into a special escrow account which is hereby established by this Chapter. The escrow fund shall be utilized for the payment to the Officers performing extra-duty services. Officers that perform extra-duty assignments will be compensated at the rate specified in their union contract. This provision shall not prevent a special rate from being negotiated with the agreement of the Employee with other public entities. Such special rates shall be established not less than annually by the Borough Administrator in consultation with the Officers and applicable unions. All Officers shall be required to submit pay slips to the Chief Financial Officer, in a form approved by him/her. Upon receipt of a properly executed pay slip verified by the Private Employer, the Finance Department shall process the pay slips for disbursement during the Officers regular pay period.

G. *Administrative Costs.*

In addition to the aforementioned fees for services including necessary and applicable taxes, the Private Employer shall pay to the Borough an administrative fee which can be found on file with the Borough Clerk, and corresponding to each officers' hours of service. This fee shall be utilized to offset costs associated with the Borough's administration of the private employment system as well as wear and tear on equipment.

H. *Use of Borough Vehicles or Equipment.*

Officers engaged in off-duty activities, as authorized by this Ordinance, may be permitted to utilize a municipal vehicle or other equipment subject to the approval and consent of the Chief of Police. The Private Employer shall be required, in addition to any other payments, to pay for the use of such vehicle or equipment in advance of use. The rate for vehicle use shall be on file with the Borough Clerk, and or portion thereof, for use of the vehicle.

I. *Departmental Oversight.*

The Chief of Police of the Borough shall be responsible for the overall conduct of the members of his or her department in following the rules and regulations promulgated herein, and shall insure that the terms, conditions, and provisions of this Chapter shall be fully and faithfully carried out. Additionally, the Chief of Police shall have authority to control Officers engaged in off-duty or outside employment pursuant to this Chapter, and shall further have the authority to discipline any and all Officers so engaged in outside employment by Private Employers, should cause for such charge arise or exist.

Article Two. Repealer. Any ordinances inconsistent with this ordinance are hereby repealed to the extent of its inconsistency.

Article Three. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance

Article Four. Effective Date. This Ordinance shall take effect after final passage and publication of notice in accordance with the law.

Approved for introduction at the regular meeting of the Borough of Riverton Mayor and Council on **February 10, 2016**. Public Notice of the second reading and public hearing will be forthcoming.

RECORDED VOTE	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
AZELBY						
BIANCHINI						
CREIGHTON						
CORBI						
FULLERTON						
KINZLER						
MAYOR (TIE)						

Approved for final adoption at the regular meeting of the Borough of Riverton Mayor and Council on **March 9, 2016** after a public hearing was held. Public Notice was given for the public hearing by being published in the Burlington County Times on **February 24, 2016**.

RECORDED VOTE	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
AZELBY						
BIANCHINI						
CREIGHTON						
CORBI						
FULLERTON						
KINZLER						
MAYOR (TIE)						

**ATTEST:**

**SIGNED:**

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**Michelle Hack, RMC, Borough Clerk**

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**Suzanne Cairns Wells, Mayor**

**DATE OF FINAL PUBLICATION:**

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