

First Reading: November 5, 2009
Second Reading: Dispensed

RESOLUTION NO. 2009 - 140

**A RESOLUTION ADOPTING A POLICY PROVIDING FOR SPECIAL DUTY
DETAILS, DISPENSING WITH THE SECOND READING AND DECLARING AN
EMERGENCY**

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to adopt a policy to provide for the hiring of Fire and EMS personnel by outside contractors;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached Policy Statement Regarding Special Duty Details is hereby adopted by Sycamore Township to provide for the hiring of Fire and EMS personnel by outside contractors.

SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

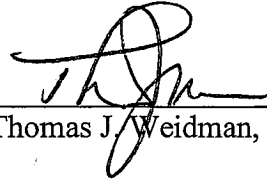
SECTION 3. This resolution shall take effect on the earliest date allowed by law.

SECTION 4. Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to immediately put in place the policy should the need for township personnel arise.

VOTE RECORD:

Mr. Bishop YES Mr. Kent YES Mr. Weidman YES

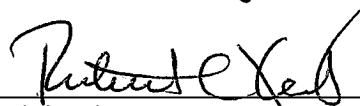
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 5th day of November, 2009.



Thomas J. Weidman, President



Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

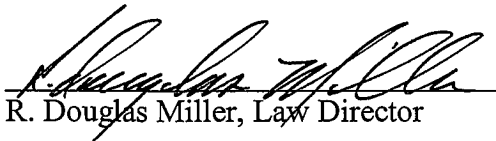
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 5th day of November, 2009.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

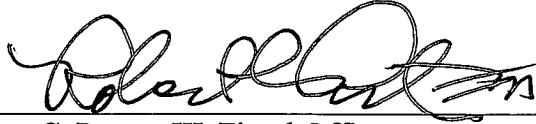
APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on _____ by posting in the five most public places as established by the Board of Township Trustees such places being the Township Hall, Bob Meyer Park, Bechtold Park, North Sycamore Recreational Facility, and the North Fire Station, Station 93.

A handwritten signature in black ink, appearing to read "Robert C. Porter, III", written over a horizontal line.

Robert C. Porter, III, Fiscal Officer,
Sycamore Township

POLICY STATEMENT REGARDING SPECIAL DUTY DETAILS

Purpose:

To set forth the regulations governing special details for employees in the Fire Department. Special details are voluntary details performed by Township personnel on their off-duty time for the benefit of a separate independent third party.

Policy:

The Township from time to time may contract with third parties who may wish to hire off duty public safety personnel to help manage an event such as paramedic or emergency medical services for athletic tournaments.

While such special details may be contracted through the Township with the third party, such special details are not a part of the employee's work assignment. Special duty details are performed solely at the employee's option. While these assignments are voluntary, any employee who commits to such assignment is expected to complete that assignment. If any employee who has scheduled such assignment cannot complete such detail, he should report the conflict as soon as possible to his supervisor so other arrangements can be made with the third party requiring special detail assistance.

While special details will be processed and paid through the office of the Township Fiscal Officer, special details are not subject to overtime compensation [see 29 U.S.C. § 207(p) and 29 C.F.R. § 553.227]. The compensation from such details also is not included in employee wages in calculating retirement benefits and paying retirement contributions to OPFDRF or PERS. The compensation paid is subject to income taxation. Employees shall not accept payment directly from the third party, nor shall employees collect any third party payments which are due the Township. All monies to be paid for special details shall be paid to and delivered to the Township Fiscal Officer for processing.

Employees who have scheduled out of work with the Township for either sick leave, Family Medical leave, or occupational injury leave are not eligible for special detail assignments on the same date that one or more of these leaves is taken, without written permission from the EMS and Fire Department Chief.

When an employee is hired out for special details, the third party is hiring not the individual employee, but the uniform, badge and authority of the Township's EMS and Township Fire Department. Although hired to a third party, the employee is the public persona of the Township and all employees must carry themselves appropriately as ambassadors of the Township. All rules, regulations, policies, procedures and directives applicable to employees in an on duty status also apply to employees engaged in special details. Employees who violate Township policies, even though hired to a third party during such special detail, may be disciplined for such violations up to and including discharge.

Employees serving during a special detail may be redeployed by the on-duty supervisor to on-duty status in the event of an emergency or other exigent circumstances. If time permits the employee may be released to return to the special detail assignment once such emergency or exigent circumstances have passed. When an employee is working a special detail, the highest ranking supervisory officer on such detail shall be the officer in charge for such special detail. Absent a ranking supervisor, there shall be designated an officer in charge for such detail. Employees working a special detail shall report to and follow the directives of the officer in charge. Additionally, employees working a special detail shall also respond to any directives or orders from the on-duty supervisory officer.

SYCAMORE TOWNSHIP

Request for Extra Duty Detail

Request Made By (Name & Address):			Date:
Phone Number:			
Nature of Request:			
Date(s) and Time(s) and Location of Extra Duty Detail			
Location:			
From (Date):	Time:	To (Date):	Time:
Equipment Requested:			
Ohio Bureau of Workers' Compensation Risk #:			

Signature

Office Use Only

Date Submitted for Approval:

Department Supervisor		Township Administrator	
Approved:	Date:	Approved:	Date:
Disapproved:	Date:	Disapproved:	Date:

Date Submitted for Scheduling:

**AGREEMENT FOR SPECIAL DETAIL POLICE, PARAMEDIC AND EMERGENCY
MEDICAL TECHNICIAN SERVICES / OFF-DUTY PERSONNEL**

This Agreement is entered into this _____ day of _____, 2009 by and between the Board of Township Trustees of Sycamore Township, Ohio, an Ohio Township ("Township") and _____, whose address is _____ ("Contractor").

WHEREAS, Contractor desires to acquire public safety services from the Township which may include paramedic/emergency medical services; and

WHEREAS, the Township is agreeable to providing these services to Contractor through the use of voluntary off-duty public safety personnel; and

WHEREAS, the Township is willing to facilitate the scheduling of such services to the Contractor so long as the Township is able to meet its primary public safety services through the use of on-duty personnel;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. The Township shall refer the service and equipment request completed by Contractor, attached hereto and incorporated herein, to the appropriate Fire Department special detail coordinator who shall be responsible for coordinating the scheduling of Township personnel on a voluntary basis. The Township reserves the right to deny a request for special duty personnel if the Township deems the purpose for such request to be contrary to the Mission of the Township, or an inappropriate risk of the use of the Township's personnel and/or equipment. Service levels shall be determined by the Township after receipt of the request for service and equipment from the Contractor. The Township does not guarantee the Contractor's request will be satisfied in its entirety. The Township will make a reasonable effort to notify the Contractor in advance of the scheduled event if the Township is unable to provide the appropriate level of personnel or equipment, and it shall be Contractor's option at that time to terminate the service

request with the Township.

2. The cost for Township personnel and equipment to be provided to Contractor for the scheduled event is set forth on Schedule "B" attached hereto and incorporated herein by reference. The Township shall invoice Contractor for the actual cost of all personnel and equipment used in accordance with Schedule "B" within ten (10) business days of the close of the scheduled event. The Township reserves the right to submit an interim invoice for such services and personnel if the scheduled event shall exceed two (2) days. All invoices billed shall be paid within thirty (30) days from the date of invoice. Any invoice not paid within the appropriate time shall incur additional interest at the rate of one and one-half percent per month until paid in full. Additionally, Contractor shall be liable to the Township for any additional costs, including reasonable attorney's fees, incurred by the Township in collecting any delinquent invoice. All payments by Contractor shall be by check or money order made payable to Sycamore Township.

3. In the event of an emergency or other exigent circumstance, and at the sole discretion of the Township, Township personnel and equipment on a special detail assignment may be redeployed by the Township, and the Township under such circumstances, without advanced notice, may terminate the services then provided to Contractor for the purposes of such redeployment. If Township personnel are redeployed to on-duty status with the Township, but in service to Contractor's event, Contractor will not be invoiced for such on-duty services. In the event the Township redeploys personnel or equipment, and the Township cannot provide substitute personnel or equipment, the Township shall not be responsible for any costs or damages incurred by the Contractor due to such redeployment.

4. Contractor may provide general instruction and direction to Township personnel during the terms of such special detail; however, such special duty personnel shall at all times be bound by the rules and regulations and the policies and procedures of the Township and its Departments. Such special detail personnel ultimately shall be responsible to any on-duty supervisor for any instruction or direction in the performance of their duties.

5. Contractor agrees to indemnify and hold harmless the Township from and against

any and all suits, demands for damages or other claims, including attorney's fees, which may occur or be alleged to have occurred by or as a result of any negligent act or omission by Contractor, Contractor's employees or agents.

SYCAMORE TOWNSHIP, OHIO

By: _____
Robert Molloy

Its: _____
Township Administrator

Contractor