

Date Approved: May 28, 2008

**POLICY TITLE:** Agreement for the Provision of Brown County Fire Investigation Task Force

**AUTHORIZATION:** Village Board Meeting May 28, 2008

**POLICY STATEMENT:**

This Agreement entered into this 28 day of MAY, 2008, by and between Brown County, the Cities of Green Bay and De Pere, the Villages of Ashwaubenon, Allouez, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, and Wrightstown and the Towns of Greenleaf, Hollandtown, Ledgeview, Lawrence, Morrison, New Franken and Wayside, all of whom choose to participate in the Brown County Fire Investigation Task Force, hereinafter referred to as BCFIFT, to provide certain services relating to cause and origin of fire scene investigations with the geographic boundaries of Brown County upon such terms and conditions as are set forth below.

**I. TERM OF AGREEMENT**

This agreement shall become effective upon execution of all participating municipalities and shall expire December 31, 2008. This agreement shall automatically renew on an annual basis, unless on or before October 1<sup>st</sup> of each calendar year, the governing body of the participating municipality notifies the Sheriff of Brown County, in writing, that it is withdrawing from participation. Withdrawal of one or more participating municipalities shall not terminate the effectiveness of this Agreement upon the other participants.

## **II. BROWN COUNTY RESPONSIBILITIES**

Brown County, through the Brown County Sheriff's Department, will provide administrative support to both the BCFITF and participating municipalities as provided hereinafter. Brown County shall reimburse the participating municipalities for the wages and mileage incurred for employees who respond as part of the BCFITF. BCFITF will furnish the necessary equipment and supplies to the members of the BCFITF who respond to a fire investigation.

## **III. RESPONSIBILITY OF PARTICIPATING MUNICIPALITIES**

Each party to this Agreement agrees to permit qualified members of their respective departments to participate as members of the BCFITF. All individual members shall remain employees of the municipality employing during their participation in BCFITF and not an employee of Brown County. All wage, salary, pension, disability payment and workers compensation claims, §893.80 Wis. Stats. indemnification obligations, damage to equipment and clothing, and medical expense incurred by such participating member shall be paid by the participating municipality employing such member. Volunteers of the respective municipalities are the responsibility of said municipalities.

## **IV. TRAINING OF RESPONSE TEAM MEMBERS**

All participating investigators shall attend either the IAAI "Basic Investigation" class or Fire Investigation classes sponsored by the Wisconsin Department of Justice during an investigator's first year on the unit. Subsequent to the initial year on the unit, each investigator shall attend a minimum of twenty (20) hours of training per year, through attendance at International Association of Arson Investigators (IAAI) conferences, BCFITF meetings, and/or relevant courses through the Wisconsin Technical College System. All investigators are encouraged to apply for and attend National Fire Academy Arson Investigation course. All costs for such training shall be borne by their municipality.

## V. REIMBURSEMENT BY BROWN COUNTY

The municipality employing a participating member of the BCFITF shall submit a voucher to the Brown County Sheriff's Department Administrative Secretary for the wages paid to its employee or employees who respond to a request for assistance in the BCFITF. Reimbursement will be made upon documentation of the actual costs to the participating municipality. Such voucher shall itemize the unit cost for labor, mileage and, if applicable, for interns, per diem, showing the location and date of the BCFITF investigation. All vouchers should be submitted within 30 days of the date the BCFITF participation.

Brown County shall make payment within thirty (30) days from receipt of such invoice. Questions pertaining to the invoice will be referred to the BCFITF Board of Directors, whose determination shall be final.

For municipalities whose participants serve without wage compensation, Brown County shall pay such hourly wage for investigators and per diem for interns, as is set by the BCFITF Board of Directors.

All payments will be directed to the participating fire department, fire company, and police department.

## VI. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties. Each person signing below represents that he/she has the full authority of the municipality represented to execute this Agreement and be bound by its terms.