

RESOLUTION NO. 52-99  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Reppert ON THE  
18th DAY OF October, 1999.

A RESOLUTION AUTHORIZING THE CITY MANAGER,  
ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER  
INTO A FIRE INVESTIGATION MEMORANDUM OF  
UNDERSTANDING BETWEEN MONTGOMERY COUNTY,  
GREENE COUNTY & WARREN COUNTY FIRE & POLICE  
DEPARTMENTS.

WHEREAS, the Fire Prevention Committee of the Miami Valley Fire/EMS Alliance was  
charged with the goal of enhancing and improving fire investigation in the region, and

WHEREAS, a Memorandum of Understanding has been prepared by the Fire Prevention  
Committee to provide that political subdivisions contract with one another to obtain additional  
police and fire protection, and

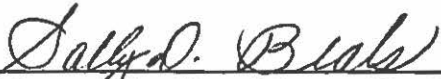
WHEREAS, in order to have a voice on the Board of Directors and to appoint a person as  
Liaison to the Regional Fire Investigation Unit, it is necessary for the City of Centerville to move  
forward with the completion of a Memorandum of Understanding between Montgomery County,  
Greene County and Warren County Fire and Police Departments.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

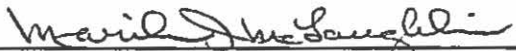
Section 1. That the City Manager is hereby authorized to do all things necessary to  
cause the City of Centerville to move forward with the completion of a Fire Investigation  
Memorandum of Understanding Between Montgomery County, Greene County & Warren County  
Fire & Police Departments, a copy of which is attached hereto, marked as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon passage.

PASSED this 18th day of October, 1999.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 52-99, passed by the Council of the City of Centerville, Ohio, on the 18th day of October, 1999.

Maril J. Saughel  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

**FIRE INVESTIGATION MEMORANDUM OF UNDERSTANDING  
BETWEEN MONTGOMERY COUNTY, GREENE COUNTY & WARREN COUNTY  
FIRE & POLICE DEPARTMENTS**

WHEREAS, R.C. §9.60 allows political subdivisions to contract with one another to obtain and provide "fire protection" whether on a regular basis or only in times of emergency; and,

WHEREAS, the term "fire protection", by implication, includes not only the provision of ambulance, emergency medical and rescue services by a fire department of a firefighting agency as that term is defined in R.C. §9.60 (A)(1) and the extension of the use of firefighting apparatus or firefighting equipment, but also the investigation of fires, explosions and other similar events; and,

WHEREAS, the investigation of fires, explosions and other similar events implicates the need for coordination of services between police and fire departments of various jurisdictions, and;

WHEREAS, R.C. §737.04 allows municipalities to enter into contracts with other political subdivisions to obtain additional police protection and R.C. §505.34 permits townships to contract with other political subdivisions to obtain additional police protection; and,

WHEREAS, it is the desire of the participating signators to this agreement to obtain additional police protection by utilizing the skills and training of police officers of other jurisdictions to investigate fires, explosions and other similar events within their community;

NOW, THEREFORE, be it resolved that the various political subdivisions for Montgomery County, Ohio, Greene County, Ohio and Warren County, Ohio who enter into this agreement hereby agree as follows:

- 1) The Understanding will be in effect for a trial one year period from the date of the last signatory, which shall become the annual renewal date.
- 2) The Regional Fire Investigative Team shall be overseen by a group of representatives, known as the Board of Directors. Participating agencies shall assign a minimum of one (1) person to serve on the Board of Directors, and a maximum of two (2) representatives, one each from the law enforcement and fire service departments of the jurisdiction.
- 3) The Board of Directors shall approve and implement the use of Standard Operating Guidelines to include, but not be limited to, such matters as management, leadership, supervision, discipline, conduct, safety, weapons and any other necessary matters. The Board of Directors shall meet at least quarterly throughout the year for review of progress. The Board of Directors shall also meet to agree to continue, modify or discontinue the

Regional Investigation concept, and have such work completed prior to the annual review date.

- 4) The Regional Team is not to replace any existing investigative group or organization. Participants will maintain and promote communications and training between this group and other allied organizations or groups.
- 5) Board of Directors representatives, in conjunction with their agency, shall assign a person to serve as Liaison for this Team to meet the qualifications outlined herein. If an agency chooses, a Board of Directors representative can also be that agency's Liaison representative.
- 6) Additional investigators can be established under the agency's Liaison to assist or be assigned as needed.
- 7) The Liaison group shall formulate a plan to best use resources, staffing, method of summoning and call out guidelines, with the approval of the Board of Directors before implementation. The Liaison, or their qualified replacement, may be assigned to an "on call" investigative schedule for participating communities that could call for an investigation. The Liaison group should periodically review scheduling/work guidelines and submit suggested modifications to the Board of Directors for approval.
- 8) Wages and benefits of Liaison personnel shall remain the responsibility of their employer. The Host Community\* shall be responsible for all reasonable costs associated with any investigation undertaken within its jurisdiction, but not the wages and benefits of Liaisons and additional investigators who are not employed by the Host Community\*. However, the Host Community\* reserves the right to set cost limits for each investigation.  
  
\* A community where Team members have been summoned to provide their services.
- 9) Each liaison shall at all times remain an employee of the participating jurisdiction which assigns him or her to the Miami Valley Fire Investigation Unit and each jurisdiction shall remain solely liable for the conduct of its employees while performing tasks as part of the Miami Valley Fire Investigation Unit.
- 10) Qualifications of a Liaison and Investigator shall be established by the Board of Directors, at the recommendation of the Liaison group. Qualifications that should be included are:
  - a. Person certified as a fire or police official.
  - b. Person shall possess a reasonable level of training and experience, as acceptable to a majority of the Liaison group.

- c. Shall be capable of completing an in-depth investigation beyond the cause and origin level.
- d. Shall successfully complete annual continuing education as determined by the Liaison group.

11) Host Communities\* agree to provide the necessary resources (person, apparatus, equipment, etc.\*\*\*) as indicated by the Liaison(s) performing the investigation work.

\* A community where Team members have been summoned to provide their services.

\*\*\* Examples of such resources can be an engine crew, a police officer, lights and generator, a backhoe, etc.

12) The Liaison group, with approval of the Board of Directors, will implement guidelines for a structured, standard reporting format that will be used by participants. Included is the ability to develop an electronic database to record and retrieve information.

13) It is not expected that any fees will be assessed to signatory jurisdictions for the services of the MVFIU. A 'fee-for-service' guideline and reimbursement structure will be established by the Board of Directors for non-signatory jurisdictions who request the assistance of the MVFIU. Items to be included for reimbursement shall include, but not be limited to, direct costs of the unit, normal hourly wages, and supplies.

14) Any participant who wishes to withdraw from this Understanding may do so by notifying all other participants in writing at least thirty (30) days previous to such withdrawal.

_____	_____	_____
Authorized Representative	Date	Agency Represented
_____	_____	_____
Authorized Representative	Date	Agency Represented
_____	_____	_____
Authorized Representative	Date	Agency Represented
_____	_____	_____
Authorized Representative	Date	Agency Represented
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