CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 3, 2019

ITEM:

Resolution approving renewal of 28E Agreement among the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, Waukee and the Dallas County Sheriff's Office, and to add the city of Norwalk to the consolidated Suburban Emergency Response Team ("SERT").

FINANCIAL IMPACT:

This Agreement should have no financial impact, other than equipment and overtime costs associated with the participation of West Des Moines police officers in the SERT.

SYNPOSIS:

The resolution approves and authorizes the renewal of the 28E Agreement with the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, Waukee and the Dallas County Sheriff's Office, and to add the city of Norwalk to the operation of the SERT, which provides joint organization and training of member police departments in the various emergency response activities. This agreement also adjusts the termination of the agreement to "indefinite" with each agency being able to opt-out with notification of their intent.

BACKGROUND:

The 28E Agreement allows West Des Moines to cooperate with the other member cities in the training and operation of SERT activities. The SERT includes Entry Teams, a Crisis Intervention Team, and a Long Rifle Unit. These activities require special training and equipment and can be more efficiently provided to the member communities through consolidation. The 28E Agreement serves to formalize this coordinated effort while also establishing provisions regarding liability, wages, command, and the sharing of equipment.

OUTSTANDING ISSUES (if any):

RECOMMENDATION:

Approve the renewal of the 28E Agreement with the cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, Waukee and the Dallas County Sheriff's Office, and to add the city of Norwalk to the coordinated SERT activities.

Lead Staff Member: Chief Chris Scott, West Des Moines Police Department

STAFF REVIEWS

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	
Legal	Greta Truman, Assistant City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

RESOLUTION APPROVING THE RENEWAL OF THE 28E AGREEMENT AMONG THE CITIES OF URBANDALE, WEST DES MOINES, CLIVE, ALTOONA, JOHNSTON, ANKENY, WAUKEE, THE DALLAS COUNTY SHERIFF'S OFFICE AND TO ADD THE CITY OF NORWALK TO THE SUBURBAN EMERGENCY RESPONSE TEAM ("SERT")

WHEREAS, the provision of specialized police response services during crisis situation is vital to the safety of the Citizens of West Des Moines; and

WHEREAS, such services as entry teams, a crisis intervention team, observers/marksmen, and a medical team require specialized training and equipment and are necessary to provide for the public safety during certain emergencies, and;

WHEREAS, such services can be most efficiently provided to the citizens of West Des Moines by collaborating with other cities and counties to jointly train and equip police officers to handle these specialized situations, and;

WHEREAS, the Cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, Waukee and Norwalk, plus the Dallas County Sheriff's Office have negotiated an agreement under Iowa Code Chapter 28E to collaborate in providing these services to their respective communities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,

1. The amendment of the 28E Agreement among the Cities of Urbandale, West Des Moines, Clive, Altoona, Johnston, Ankeny, Waukee, and the Dallas County Sheriff's Office is hereby approved, as well as the addition of the City of Norwalk to the SERT.

2. Once approved by each of the parties, the West Des Moines City Clerk is directed to electronically file a certified copy of the 28E Agreement with the Secretary of State of Iowa.

3. The Mayor is authorized to sign the 28E Agreement for West Des Moines to continue the City's membership in the SERT.

PASSED AND ADOPTED this 3rd day of September, 2019.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Prepared by: Greta Truman, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3673
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

Agreement for the Suburban Emergency Response Team Pursuant to Iowa Code Chapter 28E

This agreement, made pursuant to Iowa Code Chapter 28E, for the consolidated Suburban Emergency Response Team ("SERT") is entered into between the City of Urbandale, the City of West Des Moines, the City of Clive, the City of Johnston, the City of Altoona, the City of Ankeny, the City of Waukee, the City of Norwalk, and Dallas County (hereinafter "Local Government Agencies" or "Agencies").

WHEREAS, the Local Government Agencies have established a relationship for the consolidation of their respective part-time police tactical teams and critical incident negotiators whose primary responsibility would be to provide specialized tactical and crisis negotiation responses to critical incidents and high risk situations.

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the Local Government Agencies have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE

The purpose of this Agreement is to provide for a formalized agreement among the Local Government Agencies, which will combine the previously separate tactical teams formed by the Cities of Urbandale and West Des Moines into one team under the command, guidance, and coordination of one team commander. This new combined team shall be made up of members from various Agency law enforcement departments to provide tactical and critical incident services during emergency and high risk situations. This Agreement is a voluntary undertaking of the Agencies. It is not the intent of these Agencies to create a new legal entity by this Agreement.

II. DURATION

1. This Agreement shall be approved by the respective governing bodies of the Local Government Agencies. Said approval shall be by resolution. Said resolution shall authorize the Mayors of the Cities and the Chairperson of the Board of Supervisors of the County to execute this Agreement on behalf of that party. Upon approval by each party, as provided herein, the Agreement shall be electronically filed with the Secretary of State of Iowa, as provided by Iowa Code Section 28E.8. The Agreement will be in effect upon the completion of such filings.

2. Unless otherwise extended or amended by agreement of the parties, this Agreement will be indefinite in duration, as provided by Iowa Code Section 28E.27.

II. MEMBERSHIP

On an annual basis, the parties to this Agreement shall decide whether to allow other local government agencies to join the consolidated SERT. Each existing party to this Agreement shall approve the new member agency by resolution. The existing parties shall also approve the necessary revisions to this Agreement required by the addition of new member agencies.

III. ADMINISTRATOR

No separate entity is created by the Agreement. Pursuant to Iowa Code Section 28E.6, the West Des Moines Chief of Police shall be the administrator of this Agreement.

IV. SERVICES AND RESPONSIBILITY

1. The part-time consolidated SERT shall be coordinated and led by a Team Commander selected from one of the member law enforcement departments. The SERT shall be made up of Entry Teams, a Crisis Intervention Team, Observers/Marksmen, and a Medical Team.

   A. All personnel assigned to the SERT as entry team members or Observers/Marksmen will be assigned to a specific team as required by mission requirements. The SERT commander will attempt to assign personnel equitably among the multiple entry teams and Observers/Marksmen teams.

   B. The Crisis Intervention Team shall be made up of the combined complement of trained crisis negotiators from member law enforcement departments and shall be coordinated by an executive officer from a member department.

   C. The Observers/Marksmen will be comprised of trained counter-sniper / observers from member law enforcement departments. The Observers/Marksmen shall be coordinated by an executive officer from a member department.

D. Storage space, meeting space, and training facilities shall be respectively provided by each member agency as needed.

E. The Oversight Board will be composed of the Chief Executive Officer from each respective law enforcement agency.

2. This combined SERT will provide tactical and crisis intervention services to the Local Government Agencies which have entered into this Agreement. Additional local government agencies may enter this Agreement if they provide qualified personnel pursuant to the application process to one or more of the SERT teams. With the formal request of another Police Chief or his designee, the SERT may be deployed to a non-member community with the approval of the SERT Commander's Chain of Command.

3. In rotation with other area tactical teams, each of the Entry Teams will take a week of on-call duty for the MINE Task Force for the purpose of planning and executing high-risk drug related search warrants.

4. The SERT Commander shall ensure that the files have been maintained on any incident or situation where the SERT is utilized or activated to include involved officers and action taken by the SERT. This reporting shall include training exercises, search warrant executions, and overtime expenditures.

5. Each member Agency shall retain control, responsibility, and liability for its own employees while participating in SERT.

6. The members agree that the applicable National Incident Management System (NIMS) standards shall apply for command and control of SERT units while operating in member and non-member jurisdictions.

V. FINANCIAL AGREEMENT

1. Each participating Agency shall be responsible for equipping their officer(s) with the agreed upon seasonal clothing, uniforms, personal protective equipment, communication hardware, training ammunition, ballistic vest, and other equipment. An exception to this clause may be a mutual agreement between two or more Agencies to provide an officer or agency with necessary equipment such as a radio if the affected officer does not have access to the same communication system.

2. Each Agency shall be responsible for any overtime pay due their respective officer(s) from any team related training, call-out, or critical situation incidents.

3. Each Agency shall be responsible for tracking, monitoring, and reporting the financial implications of an officer's use of overtime.

VI. ACQUISITION AND DIVESTITURE OF PROPERTY

1. Two or more Agencies may decide to jointly purchase equipment for use by the SERT with costs split as agreed by the parties. The parties purchasing such joint equipment will also designate which party will be responsible for processing the purchase through its Agency's purchasing process. The purchasing party shall invoice the other parties for their agreed share of the equipment cost which shall be payable within thirty (30) days of presentation of the invoice.

2. Should this relationship be dissolved or terminated, all equipment originally purchased by an individual Agency shall be returned to and retained by that Agency. Any equipment jointly purchased by two or more Agencies shall be disposed of by public auction with a distribution of the proceeds using the same ratio as the original funding of the purchase. Should an individual Agency desire to retain the jointly purchased equipment, all law enforcement executive officers of the member Agencies shall agree upon a value price and the Agency desiring to retain the equipment shall pay the other purchaser Agency(s) the percentage of the value price equal to the purchaser Agency's percentage of the original funding purchase.

VII. CANCELLATION OR MODIFICATION OF THE AGREEMENT

1. Any member Agency may withdraw from the SERT at any time prior to the expiration of this Agreement by giving sixty (60) days written notice to the other member Agencies. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office.

   Notices to the City of West Des Moines shall be addressed to Chief of Police, City of West Des Moines, P.O. Box 65320, 250 Mills Civic Parkway, West Des Moines, Iowa 50265-0320.

   Notices to the City of Urbandale shall be addressed to Chief of Police, City of Urbandale, 3740 NW 86th Street, Urbandale, Iowa 50322.

   Notices to the City of Clive shall be addressed to Chief of Police, City of Clive, 8505 Harbach Street, Clive, Iowa 50325.

   Notices to the City of Johnston shall be addressed to the Chief of Police, City of Johnston, P.O. Box 410, Johnston, Iowa 50131-0410.

   Notices to the City of Altoona shall be addressed to the Chief of Police, City of Altoona, 700 1st Avenue South, Altoona, Iowa 50009.

   Notices to the City of Ankeny shall be addressed to the Chief of Police, City of Ankeny, 411 SW Ordnance Road, Ankeny, Iowa 50023.

   Notice to the City of Waukee shall be addressed to the Chief of Police, City of Waukee, P.O. Box 757, Waukee, Iowa 50263.

Notices to Dallas County shall be addressed to the Dallas County Sheriff, 201 North Nile Kinnick Drive, Box 187, Adel, Iowa 50003.

Notice to the City of Norwalk shall be addressed to the Chief of Police, City of Norwalk, 1100 Chatham Avenue, Norwalk, Iowa 50211.

If during the term of this Agreement any party shall change the address of the above contact persons, it shall notify the other parties of said new address.

2. This Agreement may be supplemented, amended, or revised by agreement of the parties after approval by their respective governing bodies by resolution approving said amendments, supplements, or revisions.

IX. LIABILITY

Each party to this Agreement shall be responsible for the negligence of their own employees while engaging in SERT operations.

X. APPROVAL AND FILING

Each member Agency approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of West Des Moines to assemble the signature pages and append the same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State of Iowa.

Passed and approved this _____ day of _____, 2019.

CITY OF WEST DES MOINES, IOWA

By_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk