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Date February 12, 2007

RESOLUTION ACCEPTING 28E AGREEMENT BETWEEN THE CITY OF DES MOINES, AND IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION FOR METRO SPECIAL TACTICS AND RESPONSE (S.T.A.R.) TEAM'S PARTICIPATION AS A MEMBER OF IOWA'S WMD TACTICAL OFFICERS TASK FORCE PROGRAM

WHEREAS, members of the City of Des Moines Police Department and Polk County Sheriff's Office have been working with other Iowa law enforcement agencies and Iowa Homeland Security and Emergency Management Division since 2001, to develop a state-wide law enforcement response to a chemical, biological, radiological, nuclear, or explosives (CBRNE) event; and

WHEREAS, Iowa Homeland Security and Emergency Management Division decided to invest federal homeland security funds with five state and local agencies already having substantial tactical team base capabilities, to create eight state and local National Incident Management System (NIMS) Type II WMD Tactical Teams; and

WHEREAS, the City of Des Moines – Polk County Metro STAR Team has taken a leadership role in the development and implementation of Iowa's WMD Tactical Officers Task Force Program, and has received over \$397,000 dollars of federal Homeland Security Grant Program funds to date, in support of this effort; and

WHEREAS, Metro STAR has been operating with a Letter of Intent to participate in the task force concept, pending changes to Iowa Code Section 29C.8 that took effect July 01, 2006, the drafting of the 605 Iowa Administrative Rules Chapter 12 and the final review of Iowa's Emergency Response Team 28E Agreements; and

WHEREAS, the Iowa WMD Tactical Officers Task Force Team 28E Agreement, delineates the responsibilities and procedures for the development, maintenance and deployment of Metro STAR as a State resource, and the 28E Agreement was reviewed by City Legal, Risk Management and the Iowa Attorney General's Office; and

WHEREAS, acceptance of Iowa's WMD Tactical Officers Task Force Program 28E Agreement is required for the Metro STAR Team to continue to receive federal homeland security grant program funds passed through by the State of Iowa, which also serves as the basis for part of the Metropolitan Advisory Council's (MAC's) 28E Agreements with the MAC Agencies to support the Des Moines Homeland Security Program Initiative; and

WHEREAS, Article VIII. Conditions, Amendments and Termination, allows either party to terminate the Agreement without cause, upon 30 days written notice; and

★Roll Call Number

Agenda Item Number

75

Date February 12, 2007

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Iowa WMD Tactical Officers Task Force Team 28E Agreement is hereby approved, and the Mayor of the City of Des Moines, Iowa is hereby authorized and directed to sign said 28E Agreement and the City Clerk is hereby authorized and directed to attest to the Mayor's signature. The Des Moines Police Chief is authorized and directed to apply to Iowa Homeland Security and Emergency Management Division for formal recognition of the Metro STAR Team as a State Emergency Response Team and to carry out the terms and conditions of the 28E Agreement.

(Council Letter Number 07- 048 attached)

Moved by _____ to adopt.

APPROVED AS TO FORM:

Doug Phillip
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

Mayor

City Clerk

75

IOWA WMD TACTICAL OFFICERS TASK FORCE TEAM 28E AGREEMENT

I. IDENTITY OF THE PARTIES

This Agreement is entered into this 12th day of February, 2007, by and between the State of Iowa, Department of Public Defense, Homeland Security and Emergency Management Division, hereinafter referred to as HSEMD, and the City of Des Moines, Iowa and Polk County, Iowa hereinafter referred to as the Sponsoring Organizations.

II. PURPOSE & SCOPE

The purpose of this Agreement is to delineate responsibilities and procedures for development, maintenance, and deployment of a homeland security emergency response team, under the authority of Iowa Code section 29C.8 and 605 Iowa Admin. Code ch.12, to enhance state-wide capabilities for response to terrorist or weapons of mass destruction incidents and other disaster emergencies.

Under this Agreement, the Sponsoring Organizations agree to develop and maintain a homeland security emergency response team with specialized equipment and training designed to enhance statewide NIMS Type II Tactical Team; (a full-time or part-time team designated to handle high-risk situations requiring either specialized weapons or extraordinary special operations, while operating in either rural or urban environments, in a CBRN environment absent vapors), response capabilities; to apply to HSEMD for formal recognition of the Team; and to deploy outside its original jurisdiction for terrorist or weapons of mass destruction incidents and other disaster emergencies when formally requested by the Governor or HSEMD, unless the Sponsoring Organization's Team is needed to perform emergency services within its own jurisdiction. HSEMD agrees to provide technical assistance and available funding to assist development and maintenance of the Team; to utilize the Team when deemed appropriate and necessary; and reimburse the Sponsoring Organizations for expenses related to state deployment of the Team as allowed by law and the terms of this Agreement.

The provisions of this Agreement apply only to activities performed by the team during HSEMD sanctioned training and exercises, and state deployment for emergency response initiated by the Governor or HSEMD.

III. DEFINITIONS

- a. Activation: the process of deploying Team resources and members on an emergency response to a designated site. Activation may involve deployment of the full team or a portion of team resources.
- b. Deployment: the period of Team activity, including all activities performed during an emergency response, from time of activation until such time as all Team personnel and assets return to their point of departure. Deployment also includes training and exercise activity from the time of commencement to completion.
- c. HLSERT: a homeland security emergency response team recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and the administrative rules established by HSEMD.
- d. HSEMD: Homeland Security and Emergency Management Division of the Iowa Department of Public Defense.
- e. Incident Commander: the individual in-charge of coordinating on-site response activities; under normal circumstances this individual will be a qualified representative from the local community responsible for the incident activities including the development and implementation of strategic decisions and for approving the allocation of resources.
- f. Leadership council: advisory group made up of one representative designated by each Sponsoring Organization developing or maintaining a WMD Tactical Officers Task Force HLSERT and one representative designated by the Administrator of HSEMD.
- g. Local deployment: the activation and deployment of Team resources to a designated site as initiated by the Team Leader or Sponsoring Organizations to respond to incidents within the originating jurisdiction or at the request of another local jurisdiction, without a directive from the Governor or HSEMD.
- h. Operational Equipment: specialized equipment which is required for safe and efficacious Team operations.
- i. Out-of-Pocket Expense: an expense incurred by an individual Team member during state deployment i.e. housing, meals, and incidental expenses.
- j. Personal Equipment: that equipment which is brought by a Team member for personal support. This equipment is taken by the Team member to support his/her own self-sufficiency requirements.
- k. Point of Departure: the pre-determined location at which Team personnel and assets are staged in order to prepare for deployment.
- l. Sanctioned training: training and exercise activity performed by the Team or Team members at the direction, control and funding of HSEMD or a Sponsoring Organization with prior authorization from HSEMD, designed to develop and maintain the specialized response capabilities of the Team. Sanctioned training may take place within or outside of the state.
- m. State: the State of Iowa, the Governor, or any department, agency or bureau of Iowa state government which the Sponsoring Organizations report or correspond.
- n. State deployment: the activation and deployment of Team resources for emergency response pursuant to a Governor's disaster proclamation or by a directive of the Administrator of HSEMD. Team activities shall be considered to be related to an

emergency response from time of activation, until such time as all Team resources return to their point of departure. State deployment also includes activities performed during HSEMD sanctioned training or exercise and during emergency responses initiated by the Governor or HSEMD.

- o. Team: the personnel, equipment, and other resources designated by the Sponsoring Organizations to comprise the homeland security emergency response team. Iowa residency is not required for team membership. In order to be eligible for state deployment, the Team must be recognized by the Administrator of HSEMD pursuant to Iowa Code section 29C.8 and 605 Iowa Admin. Code ch. 12.
- p. Team Leader: the designated individual responsible for team training, credentialing, resource typing, equipment maintenance, mobilization, and tactical direction of the Team.
- q. Team members: response or support personnel assigned by the Sponsoring Organizations or Team Leader to the Team. In order to be recognized as Team members during a State Deployment, individuals must be listed on the Team roster provided to HSEMD at the time of Team registration or deployment.

IV. RESPONSIBILITIES OF THE PARTIES

- a. HSEMD agrees to:
 - 1. Coordinate 24/7 communications related to the Team formation and activity between the State of Iowa, the Sponsoring Organizations, other local jurisdictions, and other relevant governmental and private parties.
 - 2. Provide technical support to the Sponsoring Organizations and the Team Leader to assist with development and maintenance of the Team to ensure an appropriate level of readiness.
 - 3. Designate a representative to serve on the leadership council.
 - 4. Provide technical assistance and staff support to the leadership council.
 - 5. Process the application for recognition of the Team, pursuant to 602 IAC ch. 12.
 - 6. Provide funding, as available, for operational equipment and sanctioned training for the Team and Team members. Funding may be restricted, limited, qualified, or otherwise dependent and/or contingent on future funding sources.
 - 7. In conjunction with the leadership council establish team standards and resource typing, including but not limited to:
 - i. minimum training requirements WMD Tactical Officers Task Force Team members and other credentialing requirements for WMD Tactical Officers Task Force HLSERTs.
 - ii. necessary operational equipment for WMD Tactical Officers Task Force HLSERTs;
 - iii. standard operating procedures for activation, mobilization and demobilization of WMD Tactical Officers Task Force HLSERTs.
 - 8. Implement standard operating procedures when requesting a state deployment.
 - 9. Maintain 24-hour alert capabilities, including a point-of-contact or duty officer available at all times.
 - 10. Develop criteria for determining when state deployment of the Team and other HLSERTs is appropriate and assess requests for state deployment of HLSERTs.

11. Based on established criteria and an on-scene assessment provided by the incident commander or county emergency management coordinator, identify the need for full or partial activation of team resources, define the mission for each state deployment, and request activation of team resources as appropriate for the mission.
12. Reimburse the Sponsoring Organizations for direct costs associated with a state deployment for emergency response, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
13. Reimburse the Sponsoring Organizations for replacement and/or rehabilitation of damaged or destroyed equipment used in the course of the operations, pursuant to the provisions of section VI(a) of this Agreement and 605 IAC ch. 12.
14. Assist the Sponsoring Organizations in preparation and submission of disability, workers' compensation, and death benefit claims for Team members, when requested.

b. The Sponsoring Organizations agree to:

1. Designate a representative to serve on the leadership council.
2. Recruit and organize a homeland security emergency response team using standards developed by HSEMD and the leadership council for WMD Tactical Officers Task Force Teams. Team members may be recruited from within the Sponsoring Organization's jurisdiction and from other areas within or outside of the state.
3. Maintain sufficient staffing to operate a functioning fully credentialed team and ensure that each Team member meets the training requirements and holds required credentials for participation on the Team. The Sponsoring Organizations have sole oversight and responsibility for personnel within the Team, including development of conduct standards and disciplinary procedures.
4. Provide training to Team members, as funding from the HSEMD and the Sponsoring Organizations permits. Training shall be consistent with the objectives of upgrading, developing and renewing skills as needed to maintain qualifications for a particular position on the Team.
5. Be accountable for operational equipment purchased by HSEMD or with HSEMD funding and assure that equipment is operationally ready for deployment, if requested by HSEMD.
6. Implement the Incident Command System in a fashion consistent with the Occupational Safety and Health Administration regulations and the National Incident Management System.
7. Adopt and implement a 24/7 internal call-out system and standard operating procedures for the Team.
8. Implement the standard operating procedures for activation, deployment, and demobilization developed by the leadership council and HSEMD.
9. Provide a timely response to an activation request made by HSEMD, and deploy the Team unless the Sponsoring Organizations determine the Team is needed to perform emergency services in its' own jurisdiction.

10. When activated for a state deployment:
 - i. supply team resources to provide assistance to jurisdictions that have made a formal request through HSEMD.
 - ii. provide additional operational equipment and staff support for team-related activities, as agreed upon with HSEMD, subject to the availability of such personnel and equipment which will be based upon requirements and priorities of the Sponsoring Organizations and the State at the time such personnel and equipment are requested.
 - iii. continue to provide assistance until it is determined that team resources are no longer necessary and team resources are disengaged by HSEMD.
11. Provide administrative, financial, and personnel management as they relate to the Team.
12. Use a control system to ensure adequate safeguards to prevent loss, damage, or theft of equipment purchased for the Team by or with funding provided by HSEMD. Upon any loss, damage, or theft of the property, promptly notify HSEMD and investigate and fully document the incident.

V. PROCEDURES

a. *Concept of Operation:*

1. State deployment – The Team shall be activated as a state asset only pursuant to a Governor’s disaster proclamation or by a directive of the Administrator of HSEMD.
 - i. Team resources may be deployed as a state asset to provide assistance to local jurisdictions in Iowa when these entities have been disrupted or overwhelmed by a terrorist or weapons of mass destruction or other disaster emergency incident.
 - ii. Team resources may also be deployed as a state asset to provide assistance to other states, pursuant to the interstate emergency management assistance compact set forth in Iowa Code section 29C.21 [EMAC].
 - iii. Deployment may involve the full team or a portion of team resources.
 - iv. Team resources may be deployed singularly, or as part of a collective response involving multiple homeland security emergency response teams.
2. Local deployment – At the discretion of the Sponsoring Organizations, Team resources may be deployed upon direct request from a political subdivision of the state, pursuant to a local mutual aid agreement or the statewide mutual aid compact [IMAC], without a directive from the Administrator of HSEMD or a Governor’s disaster proclamation.
 - i. The provisions of this Agreement are not triggered by a local deployment.
 - ii. The State and HSEMD assume no responsibility for reimbursing costs associated with a local deployment.
 - iii. The Sponsoring Organizations may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
 - iv. If during the course of a local deployment, a governor’s proclamation is issued or the Administrator of HSEMD determines that a state deployment is appropriate, the Administrator shall notify the Sponsoring Organizations of the date and time the deployment converts to a state deployment.

b. Activation:

1. Upon a directive from the Governor and/or determination by HSEMD that use of team resources is prudent, HSEMD shall request activation of team resources necessary to respond to the terrorist or weapons of mass destruction incident or disaster emergency.
2. When mobilization is necessary, an activation request shall be communicated by HSEMD to the identified Team leader.
3. As soon as possible after receipt of an activation request, the Team leader will inform HSEMD whether the requested team resources are available for deployment and, if so, initiate internal call-out procedures.

c. Mobilization and Deployment:

1. The Team Leader shall notify Team members of HSEMD initiated activation.
2. Requested team resources will be ready for deployment within one 1 hour after activation by HSEMD, unless the Team is needed to perform emergency services within its' own jurisdiction.

d. Command at the Incident Site:

1. The Team leader shall report to the Incident Commander at the disaster site and coordinate incident activities with the designated operations officer or personnel identified by the Incident Commander as having these duties and responsibilities.
2. Concurrently, an evaluation of the incident by the on-scene Team leader will be conducted. This assessment will indicate the need for additional HSERT resources. All additional requests for resources will be made through HSEMD.
3. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives to the Team. The Team will then act on those orders, as long as those directives are deemed by the Team leader to be safe, within the capabilities of the Team, and within the scope of the mission request. It is the responsibility of the on-scene Team Leader to monitor and ensure the safety of Team personnel and equipment.
4. Approval from HSEMD shall be obtained by either the Incident Commander or Team leader before resources are used to perform services outside the scope of the original mission.
5. HSEMD and other members of the Leadership Council will provide technical advice when appropriate, but will not assume command of the scene.

- e. Disengagement:* When HSEMD, in consultation and coordination with the Incident Commander and the on-scene Team Leader, determines that the mission of the team has been achieved or deployment of the team is no longer necessary, Team members will be released from the incident site, allowing resources to return to their respective jurisdictions. The Sponsoring Organizations may request disengagement if it determines that team resources are needed to perform emergency services in its' own jurisdiction.

VI. FINANCIAL AGREEMENTS

- a. Reimbursement of state deployment-related costs:
 1. HSEMD and the State shall reimburse the Sponsoring Organizations for direct costs associated with a state deployment for emergency response.
 2. Reimbursable costs include:
 - i. Compensation paid by the Sponsoring Organizations to Team members during the state deployment;
 - ii. Out-of-pocket expense reimbursement or per-diem payments made by the Sponsoring Organizations to Team members in accordance with Sponsoring Organizations travel policy or regulations;
 - iii. The value of Sponsoring Organizations materials, equipment, mileage expenses and supplies consumed during state deployment, on a replacement basis subject to the availability of funds.
 - iv. Rehabilitation or replacement costs of operational equipment damaged or destroyed during state deployment, subject to the availability of funds.
 3. Request(s) for cost reimbursement shall be submitted to HSEMD by the Sponsoring Organizations within thirty (30) days of the demobilization of the Team, unless additional time is granted by HSEMD.
- b. Funding for equipment and training:
 1. HSEMD will provide operational equipment or funding for the purchase of operational equipment, as available. Ownership of equipment purchased by HSEMD or with HSEMD funds shall be controlled by the specific terms of the grant program through which the funds are made available.
 2. HSEMD will provide funding for training and exercises targeting the specialized response capabilities of the Team, as available.
- c. Local deployment-related costs will not be reimbursed by HSEMD. The Sponsoring Organizations may seek cost reimbursement from the political subdivision making the request in accordance with any existing mutual aid arrangements.
- d. Liability protection and workers compensation for Team member claims.
 1. Team members involved in a state deployment shall be considered state employees for purposes of Iowa Code chapter 669, the State Tort Claims Act.
 2. Disability, workers' compensation, and death benefits for Team members involved in a state deployment shall be paid by the state in a manner consistent with the provisions of Iowa Code chapters 85, 410, or 411 as appropriate, provided that the member is registered with HSEMD as a member of the an approved Team. Notification of a compensable loss by a Team member shall be provided by the Sponsoring Organizations to the Iowa Department of Administrative Services, through the process set forth in HSEMD administrative rules, 605 IAC ch. 12.
 - i. The State shall reimburse the Public Safety Peace Officers Retirement, Accident, and Disability System, the Iowa Public Employees' Retirement System (IPERS), or the Municipal Fire and Police Retirement System of Iowa for any additional expenses incurred as a result of the injuries.

- ii. The State shall reimburse any third party payer of benefits paid to an injured civilian task force member under Iowa Code Chapters 85 or 86. If an injured Task Force Member is not entitled to workers' compensation benefits, the state will pay the injured Task Force Member such benefits, as he/she would have otherwise been entitled to under Iowa Code Chapters 85 and 86.
- iii. The State will also reimburse the Sponsoring Organizations for any and all expenses it may incur as a result of any injuries to the Sponsoring Organization's Task Force Members, including but not limited to any medical expenses or benefits paid under the provisions of Iowa Code Chapters 97A, 97B, 410 and 411.

VII. REPORTING & RECORD KEEPING REQUIREMENTS

- a. The Sponsoring Organizations shall comply with the registration and report updating requirements established by HSEMD administrative rule, 605 IAC ch. 12.
- b. Verification of Team member credentials shall be submitted on an annual basis and at other times as requested by HSEMD.
- c. The Sponsoring Organizations will submit semi-annual financial and activity reports to HSEMD.
- d. The Sponsoring Organizations shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred for which reimbursement is requested under this Agreement.
 - 1. The Sponsoring Organizations shall maintain records with sufficient detail to demonstrate compliance with this Agreement and shall retain these records for a period of five (5) years after the fiscal year in which reimbursement is requested.
 - 2. The Sponsoring Organizations shall permit the Auditor of the State of Iowa or any authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Sponsoring Organizations relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Sponsoring Organizations shall not impose a charge for audit or examination of its books and records.

VIII. CONDITIONS, AMENDMENTS AND TERMINATION

- a. Conditions: Nothing contained in this Agreement shall be construed to compel the sponsoring organizations to respond to any request for mobilization and deployment when the division members are, in the opinion of the Sponsoring Organizations, required to perform emergency services in its own jurisdiction.
- b. Amendments: This Agreement may be amended or modified only upon written agreement of all parties; all amendments will be attached to this Agreement.

- c. Addenda: This Agreement shall be supplemented with addenda identifying minimum training and other credentialing requirements for the Team and team members, necessary operational equipment for the Team, and standard operating procedures for activation, mobilization and demobilization of the Team, as these items are developed by HSEMD and the leadership council. The addenda may be amended and additional addenda may be developed as agreed upon by the parties.
- d. Termination:
 1. The Agreement may be terminated without cause by either party upon 30 days written notice.
 2. The record keeping and access requirements set forth in section VII(d) remain in force following termination.
- e. Equipment purchased with grant funds: Ownership of operational equipment purchased for the team by HSEMD or with funds provided by HSEMD shall be subject to the terms and conditions of the grant program through which funding for the equipment is provided.
- f. Duration/continuation: This Agreement will continue in force until terminated by on of the parties.
- g. Annual review: The parties will annually review this Agreement and decide if the existing Agreement is functional and if any necessary modifications exist.
- h. Compliance with applicable laws: The Sponsoring Organizations agree to comply with the all-applicable local ordinances and state and federal laws and regulations regarding when performing services and purchasing goods or services related to performance of this Agreement. Personnel policies, use of facilities, supplies and services will be in compliance with all local, state and federal regulations guaranteeing nondiscrimination.
- i. No governing board: No separate legal or administrative entity is created by this Agreement.

IX. EXECUTION

SIGNATURES by; Iowa Homeland Security and Emergency Management Division and City of Des Moines

**Homeland Security and Emergency Response Division,
Iowa Department of Public Defense:**

By: _____
David Miller
Administrator & Homeland Security Advisor

SIGNATURES by City Council and Board of Supervisors

CITY OF DES MOINES, IOWA

POLK COUNTY BOARD OF SUPERVISORS

T.M. Franklin Cownie, Mayor

Tom Hockensmith, Chair

ATTEST:

Diane Rauh, City Clerk

Rebecca Dewey, County Clerk

APPROVED AS TO FORM:

APPROVED BY:

Doug Phillip
Assistant City Attorney

Candy Morgan
Assistant County Attorney