

Date February 12, 2007

RESOLUTION ACCEPTING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND POLK COUNTY, IOWA SUPPORTING THE METRO SPECIAL TACTICS AND RESPONSE (S.T.A.R.) TEAM

WHEREAS, the City of Des Moines and Polk County signed a Joint Resolution on May 02, 2005, requesting the Chief of Police and Polk County Sheriff work together cooperatively to; seek innovations, improve services, maximize resources and engage with the State and other governments to look to the future of providing law enforcement services in our communities; and

WHEREAS, in response to the Joint Resolution, the Des Moines Police Department and Polk County Sheriff's Office consolidated their respective tactical teams under a joint command structure with the creation of the Metro S.T.A.R. Team, in recognition of providing better service to taxpayers, to meet increasing demands placed on tactical units with respect to the requirements of the National Incident Management System (NIMS), and to work together with Polk County and the State of Iowa on the complex issue of Weapons of Mass Destruction and Homeland Security; and

WHEREAS, both the City of Des Moines and Polk County, Iowa have determined that the joint operation and support of the Metro S.T.A.R. Team is to their mutual benefit and advantage, and both wish to enter into a Memorandum of Understanding (MOU) to formalize the joint operation of the Metro S.T.A.R. Team; and

WHEREAS, Item 3. Administration, allows the Chief and Sheriff to dissolve Metro STAR if they cannot agree on the command structure, Item 11. Amendment, provides that any amendments to the MOU will be signed and approved by the City Council and Board of Supervisors, and Item 13. Duration, establishes an effective period for the MOU of three years, with an option for a renewal for a second three year period; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Metro S.T.A.R. Team Memorandum of Understanding (MOU) is hereby approved and the Mayor of the City of Des Moines, Iowa is hereby authorized and directed to sign said MOU and the City Clerk is hereby authorized and directed to attest to the Mayor's signature. The Chief of Police is directed to carry out the terms and conditions of the Memorandum of Understanding (MOU).

(Council Letter Number 07-047 attached)

Moved by _____ to adopt.

APPROVED AS TO FORM:

Doug Phillip

★ Roll Call Number

Agenda Item Number

76

Date February 12, 2007

Assistant City Attorney

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

MOTION CARRIED

APPROVED

Mayor

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.

City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY AND THE CITY OF DES MOINES, IOWA FOR LAW ENFORCEMENT SERVICES

1. **Parties.** The City of Des Moines, Iowa, (“the City”) and Polk County, Iowa (“Polk County”) are memorializing their cooperative agreement to train, deploy, and support a tactical special unit within the Des Moines Police Department and the Polk County Sheriff’s Office. MetroSTAR is an acronym for Metro Special Tactics And Response Team.
2. **Purpose.** The purpose of this MOU is to describe the combined law enforcement tactical unit currently operating as Metro Star. No entity is created by this MOU. All of the personnel assigned to Metro STAR are employed by units of local government and assigned either full or part time to MetroSTAR.
3. **Administration.** MetroSTAR will have a Commander and an Assistant Commander at all times. The Commander and Assistant Commander will be appointed by agreement of the Chief of Police and the Sheriff. The MetroSTAR unit is a unit for purposes of day to day law enforcement operations. If the Sheriff and the Chief cannot agree on a particular Commander and Assistant Commander, the unit will be dissolved.
4. **Personnel.** The Team is made up of the full time sworn personnel assigned to MetroSTAR and a larger group (“the response pool”) of both sworn and non-sworn personnel who are available as the need arises. The response pool of part time personnel are called in based on their skills and availability. The response pool may include persons from law enforcement agencies outside of Polk County if authorized by the appropriate political subdivision.
5. **Finances.** Each employer of Team members will be responsible for payment of salaries and benefits, travel and expenses. For State or Federal deployments or training, there may be reimbursement to the employing jurisdiction. Each jurisdiction will keep adequate records to support its own claim for State or Federal reimbursement when applicable.
6. **Application for State certification.** Metro STAR is authorized by this MOU to apply for State certification as an Emergency Response Team pursuant to §29C.8. The City and County will provide the resources necessary to facilitate the application and support the Team and will designate an individual from each jurisdiction to sign the Application on their behalf.
7. **Protocols.** Activities such as deployment, activation, team members’ requirements and other specific activities will be covered by written protocols as approved by the Chief and the Sheriff.

8. **Real and personal property and equipment.** There is no real estate which is the subject of this MOU. Equipment and property used by the Team will be provided by the employing jurisdiction and will remain the property of the employing jurisdiction.
9. **Liability.** Team members are employed by either the City or the County, each of which is subject to ch. 670 of the Iowa Code. During State activations, team members are considered State employees and are covered by ch. 669, Iowa Code. See 29C.8.
10. **Periodic review.** This MOU will be reviewed periodically as needed and no less frequently than once per year.
11. **Amendment.** Amendments to this MOU will be in writing and approved by the City Council and Board of Supervisors.
12. **Severability.** If one or more provisions of this MOU is determined to be invalid, the remainder of the MOU is still in force.
13. **Duration.** This MOU will become effective upon its adoption by the City Council and Board of Supervisors and its filing with the Polk County Auditor. It will be effective for three years and may be renewed for a second three years.
14. **Cancellation.** This agreement may be cancelled with or without giving a reason upon 30 days notice to the other party.

SIGNATURES by City Council and Board of Supervisors

CITY OF DES MOINES, IOWA

POLK COUNTY BOARD OF SUPERVISORS

T.M. Franklin Cownie, Mayor

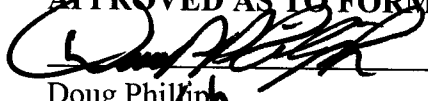
Tom Hockensmith, Chair

ATTEST:

Diane Rauh, City Clerk

Rebecca Dewey, County Clerk

APPROVED AS TO FORM:



Doug Philip
Assistant City Attorney

APPROVED BY:

Candy Morgan
Assistant County Attorney

CITY OF DES MOINES, IOWA

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Diane Rauh, to me personally known and duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipality, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in the resolution and Roll Call No. _____ adopted by the City Council on the ____ day of _____, 2007, and that T.M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Hockensmith, to me personally known, who being by me duly sworn, did say that he is the Chair of the Polk County Board of Supervisors executing the foregoing instrument, that said instrument was signed on behalf of Polk County by the authority of its Board; and Tom Hockensmith as Chair acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa