



Roll Call Number

Agenda Item Number

29

Date August 22, 2022

APPROVAL AND ACCEPTANCE OF AN INTERGOVERNMENTAL 28E AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE CENTRAL IOWA TRAFFIC SAFETY TASK FORCE

WHEREAS, a 28E agreement has been drafted between the City of Des Moines and the Central Iowa Traffic Safety Task Force (CITSTF) with the intent of replacing an existing agreement signed in January 2022, and;

WHEREAS, the Police Department wishes to participate in the CITSTF directed activities of traffic law enforcement through the adoption of this 28E and execution of the signature page as provided in the agreement, and:

WHEREAS, no new entity is created by this 28E agreement, rather the CITSTF will arrange collaborative efforts among law enforcement agencies.

NOW THEREFOR BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the 28E agreement between the City of Des Moines and the Central Iowa Traffic Safety Enforcement for collaborative traffic enforcement, is hereby accepted and adopted with the City Clerk, The Mayor and the Chief of Police are authorized and directed to execute the signature page of the 28E agreement which authorizes participation by the City of Des Moines Police Department as a member of the Central Iowa Traffic Safety Task Force.

(Council Communication No. 22-385) Moved by _____ to adopt.

Second by _____ to adopt

Approved as to form:

/s/ Megan Norberg
Meg Norberg
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
MANDELBAUM				
SHEUMAKER				
VOSS				
WESTERGAARD				
TOTAL				
MOTION CARRIED			APPROVED	
_____ Mayor				

CERTIFICATE

I, LAURA BAUMGARTNER, 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

AGREEMENT BETWEEN CENTRAL IOWA LAW ENFORCEMENT
AGENCIES FOR TRAFFIC ENFORCEMENT
CHAPTER 28E

THIS AGREEMENT is entered into pursuant to Chapter 28E of the Iowa Code between multiple municipalities located within nine counties. Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Polk County, Story County, and Warren County, Iowa; (hereinafter the designated counties) and with the designated counties.

1. **Purpose.** This Agreement is for the purpose of creating the Central Iowa Traffic Safety Task Force. (hereinafter "CITSTF" or "Task Force") No new entity is created by this 28E agreement. Rather, this arranges a collaborative joint targeted law enforcement group. Collaborative joint targeted enforcement actions provide an opportunity for improved public education and enforcement of traffic laws in Central Iowa. Task Force activities are staffed by personnel from various member law enforcement agencies. This Agreement does not preclude other cooperative law enforcement activities.
2. **Membership.** Any signatory municipality within the designated counties may designate one voting member of the Task Force. The following non-municipal entities may designate one voting member of the task force: the Iowa Department of Natural Resources, the Iowa State Patrol, Iowa Department of Transportation, the GTSB and the Iowa National Guard. Municipalities outside of the designated counties may assist with Task Force work
3. **Operating expenses.** The initial operating expenses of the Task Force are covered by a grant from the Governor's Traffic Safety Bureau. Any funds are held in escrow by an agency designated by the CITSTF Board. Voting members will determine how funds are to be allocated for Task Force expenses.
4. **Personnel.** Any participating member may supply personnel to the Task Force. The employing agency or office remains liable for worker's compensation, other job benefits, and disability payments for the participating peace officer. The employing agency or office is responsible for payment and any overtime which may be incurred, including any court time. Each participating member assumes responsibility for its employee's actions and will defend its employees under Chapter 670.
5. **Jurisdiction.** Except as set out in this paragraph, the prosecuting authority over violations occurring within the designated counties shall be determined by the location of the violation without regard to the agency that employs the officer who initiated the charge. For the purposes of this Agreement, the County Attorneys of the participating designated counties delegate to the City Attorney of a participating municipality, the authority to prosecute state traffic and simple misdemeanor charges which arise during a targeted enforcement action within that municipality, unless the person charged is also charged with an indictable

offense in which case the respective County Attorney's Office will retain jurisdiction over any simple misdemeanor charge. Prosecutors from the participating designated counties and municipalities agree to evaluate and prosecute any offenses charged by Task Force Members based on the merit of the charge and not on the identity of the peace officer's employer. For unincorporated areas or if the city attorney is unable to prosecute charges for any reason, the County Attorney will prosecute charges filed by the Task Force.

- 6. **Indemnification.** To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party. Each party shall defend, indemnify and hold the other parties harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence or willful actions of multiple parties, the loss, expense or claim shall be borne by each party in proportion to its negligence or willful action. Nothing in this Section shall be deemed to limit the right of a party to defend against any claim or the application of any and all available protections and defenses under state and federal law, including, but not limited to, the Iowa torts Claims Act.

- 7. **Activities.** Initially the Task Force will intensely monitor traffic compliance in particular targeted areas within the designated counties. The interstate roadways commonly known as 1-235, 1-35 and 1-80 will be designated as continuing targeted enforcement areas under this agreement. All enforcement on these designated targeted enforcement roadways will be governed by each department's policies and procedures. Periodic target areas will be selected by agreement among the members as determined in the by-laws. Targeted activities will be approved by the County Attorney or designee, chief law enforcement officer or designee, and prosecuting city attorney, if any, for each particular event. The chief law enforcement officer may notify other local elected officials as appropriate.

- 8. **Protocols.** When an area is selected for targeted intense traffic enforcement by the Task Force, the following protocols will be used:
 - a. Citation forms of the jurisdiction in which the violation occurs will be used by all officers regardless of their employing jurisdiction. Officers should note on all traffic or criminal charges filed during an

enforcement project "CITSTF" to indicate the violation occurred during a CITSTF enforcement project.

- b. Prosecution will be by the prosecuting attorney of the targeted jurisdiction.
 - c. Regardless of employer, sworn peace officers of any participating member are authorized to write tickets for the targeted enforcement. A roster of participating officers or deputies will be created for each event.
 - d. The employer of each participating officer supplies the vehicle, equipment, weapons, uniform and any other necessary materials for the enforcement or educational project from the employing jurisdiction according to that department's policies.
 - e. Fines generated from the targeted enforcement of city ordinances will go to the jurisdiction in which the violation occurs, regardless of the peace officer making the stop.
 - f. All officers participating in a targeted enforcement project will abide by that officer's departmental policies and procedures for enforcement activity.
9. **Adding and removing members.** Any municipality within the designated counties who agrees to the terms of this Agreement is invited to participate by executing a signature page, signed by that jurisdiction's Mayor, Police Chief and City Clerk. Such a municipality will be deemed to be a participating member when such a signature page is filed -with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. To withdraw from participation, a municipality, jurisdiction or agency who has previously signed this Agreement must notify the chairperson in writing of their withdrawal and the effective date of the withdrawal, and file a Notice of Withdrawal with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. In the event of such a withdraw, any commitments, delegations, and/or authorizations made by that municipality, jurisdiction and/or agency under this agreement will be terminated as of the date of the withdrawal, except any employing agency or office is responsible and remains responsible for their employees as set out in paragraph 4 above. Any prosecution of charges originating in targeted enforcement actions that precede the withdrawal will take place according to this agreement.
10. **Delegation and its effect.** In order for an enforcement action to occur within a municipality, the chief law enforcement officer and the governing body for that municipality must sign this agreement. By signing this agreement, the chief law enforcement officer thereby authorizes peace officers from other participating agencies to issue tickets within that municipality during a task force enforcement action.
11. **Equipment.** Any equipment used by the Task Force will be retained by the participating jurisdictions.

12. **Duration.** This Agreement is effective as to its signatories when it has been executed by the Sheriff, the County Attorney and the Board of Supervisors from at least two of the designated counties and filed with the Iowa Secretary of State in accordance with the requirements of Chapter 28E of the Iowa Code. This agreement shall be terminated with respect to individual members upon giving of the Notice of Withdrawal as set out above. This agreement is terminated in total when it has been replaced and/or abolished upon a majority vote of the membership at such time.
13. **Amendments.** All proposed changes or amendments to this 28E will be brought to the Task Force for consideration. The amendment(s) will be reviewed at no less than two monthly Task Force meetings. Once the amendment(s) have been reviewed two or more times the Task Force will put the amendment to a vote. The amendment will be adopted if it receives a majority of the Task Force members' votes favor the amendment.
14. **Pursuits.** When a multi-agency traffic project is taking place, CITSTF and its participating member will make every effort to accommodate requests from the host agency. This includes, but is not limited to pursuits, termination of pursuits, and traffic enforcement areas. Barring input from the host agency, all participants shall follow the policies and procedures set by their employer.

28E AGREEMENT

CENTRAL IOWA TRAFFIC SAFETY TASK FORCE

Name of Jurisdiction:

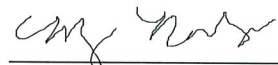
The 28E for the Central Iowa Traffic Safety Task Force was adopted on _____.

City Clerk/Attorney

Mayor/Board of Supervisors

Police Chief/Sheriff

Approved as to form:



Meg Norberg, Assistant City Attorney

On behalf of other participating agencies:

Derrick Spoerry, CITSTF Chairman
Mitchellville Police Department