

**MEETING DATE: 04/13/22**

**ITEM: 6**

## **AGENDA ITEM SUMMARY**

---

**Subject: MOU with Clear Lake for RAGBRAI law enforcement**

---

**Background Summary:**

In case you haven't heard, Charles City will be an overnight stop for RAGBRAI this year. This requires extra work on our part and to help out with law enforcement, our police department has reached out to neighboring cities for assistance. The city of Clear Lake has agreed to assist us and we have a memorandum of understanding for their officers that come to Charles City. This has been reviewed by both Bob Ingram and Brad and is the same agreement we used in 2017.

CITY OF CHARLES CITY

## AGREEMENT FOR LAW ENFORCEMENT ASSISTANCE

The City of Charles City, Iowa (the City) is hosting RAGBRAI on July 28, 2022, and needs the assistance of law enforcement officers from other municipalities (Participating Municipalities) during this event.

For the purpose of facilitating such assistance, it is necessary to define the responsibilities and liabilities of the City and the Participating Municipality during the period that this assistance is provided.

NOW, THEREFORE, BE IT AGREED BY THE CITY AND THE PARTICIPATING MUNICIPALITY AS FOLLOWS:

1. Assistance Provided/Employment Status of Law Enforcement Officers. The Participating Municipality will provide the services of \_\_\_\_\_ law enforcement officers to the City for the period from \_\_\_\_\_ o'clock a.m. on the \_\_\_\_\_ day of July, 2022 to \_\_\_\_\_ o'clock a.m./p.m. on the \_\_\_\_\_ day of July, 2022. These officers will, during this period, act under the direct supervision of the police chief of the City but will nevertheless remain employees of the Participating Municipality and will receive their compensation from the Participating Municipality for these services. The law enforcement officers provided by the Participating Municipality will be bringing and using equipment, a firearm, uniform and badge provided by the Participating Municipality for use during the period stated above.
2. Reimbursement for Assistance. The City will reimburse the Participating Municipality for the compensation paid to its law enforcement officers who provide their services to the City under the terms of this agreement. Participating Municipalities shall provide an invoice to the City Clerk of the City following the conclusion of RAGBRAI and this invoice will be paid with other bills received by the City Clerk.
3. Liability Insurance Coverage. While assisting the City, the law enforcement officers provided by the Participating Municipality will be covered by the general liability insurance policy of the City, and the Participating Municipality shall be designated as an "additional insured" under this policy for the limited period of service provided to the City.
4. Workers Compensation Insurance. The Participating municipality shall be responsible for maintaining workers compensation insurance coverage for its employees during the period that they provide services to the City.
5. Statutory Basis for Contract. This agreement is executed under the authority of §28E.12 of the Iowa Code and shall become effective upon approval by the City Council (governing body) of each party to this contract.

6. Termination. This agreement shall automatically terminate on July 29, 2022, at 5:00 p.m.

**PARTICIPATING MUNICIPALITY**

**CITY OF CHARLES CITY, IOWA**

\_\_\_\_\_

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Dean Andrews, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Trudy O'Donnell, City Clerk

STATE OF IOWA     )  
                                  ) ss  
COUNTY OF FLOYD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for the state of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of \_\_\_\_\_, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA     )  
                                  ) ss  
COUNTY OF FLOYD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for the state of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Charles City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and that James A. Erb and Trudy O'Donnell acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa