

MEETING DATE: 5/16/22

ITEM: 10G

AGENDA ITEM SUMMARY

Subject: MOU 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. This agreement will be executed with each city that will be offering us help with law enforcement. This has been reviewed by both Bob Ingram and Brad.

We recommend approval of this resolution.

CITY OF CHARLES CITY

RESOLUTION NO. 66-22

*RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING FOR EXTRA
RAGBRAI LAW ENFORCEMENT*

WHEREAS, Charles City will be an overnight stop on July 28 for this year's RAGBRAI event, and

WHEREAS, the large amount of people that will be here requires extra law enforcement presence, and

WHEREAS, neighboring cities have agreed to provide extra officers from their staff to assist us, and

WHEREAS, a memorandum of understanding has been drafted outlining the responsibilities of both parties for this service,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, meeting in regular session on the 16th day of May, 2022, that the memorandum of understanding for RAGBRAI is hereby approved.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 16th day of May, 2022.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

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. 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.
4. 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.
5. Termination. This agreement shall automatically terminate on July 29, 2022, at 5:00 p.m.

PARTICIPATING MUNICIPALITY

CITY OF CHARLES CITY, IOWA

By _____
Mayor

ATTEST:

City Clerk

By _____
Dean Andrews, Mayor

ATTEST:

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 _____, 2022, and that Dean Andrews 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