



GRINNELL PUBLIC SAFETY COMMITTEE REGULAR SESSION
MEETING
MONDAY, SEPTEMBER 15, 2025, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/93466683209?PWD=QOR0WUBQEMFPX0Z28KQ
2I1XFBK0GEN.1](https://zoom.us/j/93466683209?pwd=QOR0WUBQEMFPX0Z28KQ2I1XFBK0GEN.1)

MEETING ID: 934 6668 3209
PASSCODE: 279117

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of an agreement with Grinnell-Newburg Community School District regarding the D.A.R.E. Program.
2. Consider approval of a request to close 5th Avenue from the alley heading East to the corner of Park Street rounding the corner going South on Park Street to where the church property ends on October 19, 2025, from 1:30 p.m. to 7:00 p.m. for the Grinnell United Methodist Church Fall Festival.

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

THIS AGREEMENT, made and entered into this 27th day of August, 2025, by and between the City of Grinnell, Iowa (hereinafter referred to as the "City"), and the Grinnell-Newburg Community School District, (hereinafter referred to as the "School District").

WHEREAS, the City and the School District share a mutual desire to provide School District students with a science/evidence-based, and age appropriate, curriculum on drug awareness and resistance; and

WHEREAS, the City and the School District have identified the Drug Abuse Resistance Education (D.A.R.E.) Program as having a curricula that meets the core educational standards of health, language arts, and math, while also meeting the needs of the community and schools as it relates to "bullying"; and

WHEREAS, the City and the School District recognize the benefits of providing the D.A.R.E. Program to the students of the School District within Grinnell, Iowa; and

WHEREAS, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State's Office upon execution as required by law.

NOW, THEREFORE, the City and School District agree to the following terms and conditions:

Article I: Purpose and Services to be Provided

The purpose of this 28E Agreement is to formally establish the Drug Abuse Resistance Education Program (hereafter "the D.A.R.E. Program"). The Grinnell Police Department (hereinafter referred to as the "Police Department") will make an officer, who has received eighty hours of certified D.A.R.E. officer training, available to instruct D.A.R.E curriculum in the School District. Barring emergencies, the Police Department will attempt to limit officer absence from the D.A.R.E. classroom on their designated day(s) of instruction.

Article II: Financial Agreement

No financial cost shall arise from this agreement unless otherwise mutually agreed upon by the City and the School District through a joint written agreement.

Article III: Records Maintained

The Police Department shall maintain a record of the time spent by the D.A.R.E. officer in providing D.A.R.E. instruction. Incidents that may arise during the performance of D.A.R.E instruction, which would require a written report according to Police Department policy, shall be documented according to Police Department policy.

The School District agrees to provide the D.A.R.E. officer with a count of the students present for each period of D.A.R.E. instruction.

Article IV: Duration, Modification, and Termination of Agreement

This agreement shall be effective from September 1, 2025, through August 30, 2026, and shall automatically renew each year by mutual agreement of the City and the School District.

Modification to this agreement make take place through a joint written agreement between the City and School District. The process for modification shall be according to Article VIII.

This agreement may be terminated by either party upon six (6) months written notice.

Article V: Legal Contingencies

To the extent permitted by law, the School District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney fees, and against all liability for property damage and personal injury including death resulting directly or indirectly therefrom, arising from any acts or omissions of the School District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.

To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the School District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney fees, and against all liability for property damage and personal injury including death resulting directly or indirectly therefrom, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.

Article VI: Employment Status of the D.A.R.E. Officer

The D.A.R.E. officer shall remain an employee of the City and shall not be an employee of the School District. The School District and City acknowledge that the D.A.R.E. officer is a police officer who shall uphold the law under the direct supervision and control of the Police Department. The D.A.R.E. officer shall remain responsive to Police Department chain of command. The City acknowledges that the D.A.R.E. officer will not participate in any employee benefit provided by the School District, and it represents to the School District that it will withhold income tax and social security tax and will maintain workers compensation insurance for the D.A.R.E. officer. Nothing herein shall be construed as giving the School District the right to control the professional judgment or actions of the D.A.R.E. officer.

Article VII: Use of Equipment and Facilities

The School District agrees to provide classroom space and the allotment of one period per week to the targeted class for delivery of the D.A.R.E. Program. The School District shall ensure that a teacher is present in the classroom while the law enforcement officer presents the D.A.R.E

curriculum. The classroom teacher will assist, if necessary, in the collection of assigned homework and will make bulletin board space available within the classroom.

Article VIII: Review and Revision of Agreement

The Chief of Police and School District Superintendent, or their designees, shall meet, *if needed*, within thirty days of the end of the school calendar year, if needed, for the purpose of reviewing this agreement. Any proposals for modification to this Agreement shall take place during this meeting. If a mutually agreed upon modified draft agreement is reached, the modified draft agreement shall be presented to the City and School District governing bodies for approval.

Article IX: Good Faith

The City, School District, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the City and the School district, or their designees.

Article X: Notices

Any written notices as required in this Agreement shall be sent to the following individuals at the following addresses:

City of Grinnell
Chief Michael McClelland
1020 Spring Street, Grinnell, IA 50112.

Grinnell-Newburg Community School District
Superintendent Lisa Beames
925 Broad Street, Grinnell, IA 50112

Article XI: Agreement Constitutes Full Understanding and Final Written Expression

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

Further, this Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms

Article XII: Additional Provisions (Iowa Code §28E. 6)

In accordance with Iowa Code Chapter 28E, the City and School District further state:

- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The Chief of Police, acting through the Police Department, shall act as administrator for purposes of Iowa Code §28E.6 and all other applicable provisions of said code.
- B. No real or personal property shall be acquired or held jointly in the execution of this Agreement, or the conduct of the D.A.R.E. Program contemplated hereby. Rather, the City and the School District shall each acquire, hold, and dispose of their own real and personal property as elsewhere provided in this Agreement.

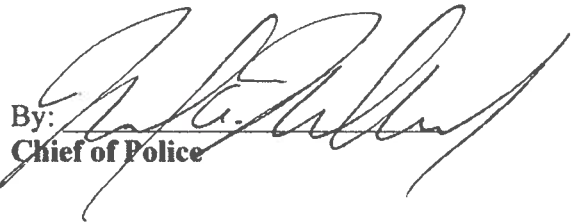
Article XIII Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS THEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

THE CITY OF GRINNELL

By: _____
Mayor

By: 
Chief of Police

THE GRINNELL-NEWBURG COMMUNITY SCHOOL DISTRICT

By: 
President, School Board

By: 
Superintendent, School District

September 9, 2025

City Clerk/Finance Director

City of Grinnell

520 Fourth Avenue

Grinnell, Iowa 50112

To Whom It May Concern;

I am writing to you on behalf of Grinnell United Methodist Church.

We are wishing to hold a Fall Festival on Sunday, October 19, 2025 from 4pm to 6 pm. We would like to have 5th Avenue from the alley heading east to the corner of Park Street rounding the corner going south on Park Street to where the church property ends to be blocked to allow people attending the festival ease of walking from activities without worry of traffic moving through this area. We would appreciate the street areas to be blocked from 1:30pm to 7:00pm for set up and break down of the activities.

We are also wishing to have hayrides during the festival time period, circling the downtown and Central Park areas.

If you have any questions or concerns regarding these requests please contact me at my email of knaack@iowatelecom.net or my phone of 641-990-0995.

Thank you for your timely response to these requests.

Ann Knaack

A handwritten signature in black ink that reads "Ann Knaack". The signature is written in a cursive style with a large, stylized initial "A".