



**Contractual Agreements
and
Contracted Duty Employment**

<i>Date of Issue</i> February 6, 2018	<i>General Order Number</i> 17-02
<i>Effective Date</i> February 5, 2021	<i>Section Code</i>
<i>Reevaluation Date</i> February 2024	<i>Amends / Cancels</i>
<i>C.A.L.E.A.</i> 3.1.1, 3.1.2	<i>Reference</i>

INDEX AS:
Contractual Agreements and Contracted Duty Employment

I. PURPOSE

The purpose of this policy is to establish procedures for contractual agreements and contracted duty employment.

II. POLICY

A policy is established to guide the department when agreements are made between the Iowa City Police Department and other entities for law enforcement services in which a fee is paid.

DEFINITIONS

III. PROCEDURE

- A.** The provision of law enforcement services by the Iowa City Police Department for which a fee is paid by another entity shall be based upon a precise written contractual agreement in accordance with the provisions of this policy.
- B.** All contractual agreements will contain the following:
 - 1. A statement of the specific services to be provided;

2. Specific language dealing with financial agreements between the parties;
 3. Specification of the records to be maintained concerning the performance of services by the department;
 4. Language dealing with the duration, modification, renewal and termination of the contract;
 5. Specific language dealing with legal contingencies;
 6. Stipulation that the Iowa City Police Department maintains complete managerial control over department personnel;
 7. Specific arrangements for the use of equipment and facilities; and
 8. If needed, a procedure for review and revision of the agreement.
- C.** The Iowa City Police Department guarantees the rights of all its employees who might be assigned under contract for law enforcement services; this guarantee will not be abridged by the department. The department will honor all contracts and agreements which cover all personnel of the Iowa City Police Department.
- D.** The department will not penalize or threaten the employment rights of any employee for participating in any contract for law enforcement services authorized by the department. The department will honor all union agreements.
- E.** Contracted duty employment is employment of sworn officers of the department by private vendors where the actual or potential use of law enforcement power is anticipated. Duties performed shall include the following:
1. Security of a business or property
 2. Protection of an individual or group
 3. Crowd control
 4. Traffic direction
 5. Maintaining the peace
 6. Other law enforcement functions as necessary
- F.** The commander of field operations or designee shall be the point of coordination and administration of all contracted duty employment. Contracted duty employment shall be approved by the commander of field operations or designee.
- G.** All contracted duty employment shall be handled through the department. Sworn officers working a contracted duty assignment will be recognized by the department and the city of Iowa City as “on duty” with full rights and protections offered to any other “on duty” employee in their job classification. Vendors wishing to utilize officers for a specific law enforcement task such as directing traffic, crowd control, or personalized security situations shall contact the commander of field operations or designee. The commander of field operations or designee may approve or deny the use of sworn officers to assist the vendor based on a review of the nature of the work of the vendor and the duties of the officer being requested. Care shall be taken not to expose the officers to undue risk of injury. If questions arise as to the approval or denial of a vendor, the chief of police shall make the final determination. Vendor approval shall be conducted as follows:

1. The commander of field operations or designee shall interview the vendor to ensure the contract will be for a specific law enforcement task and the vendor meets all of the department requirements for contracting police services.
 2. The vendor shall be informed that the officer(s) cannot be utilized to perform non law enforcement functions and any other restriction necessary based on the task to be performed.
 3. Based on an interview with the vendor, the commander of field operations or designee shall determine how many officers will be needed to perform the service safely. The vendor will be required to comply with the number of officers required or the service will not be provided.
 4. The commander of field operations or designee shall provide terms of service which the vendor will be required to agree to prior to an officer(s) being assigned. Agreements via email are acceptable.
 5. The commander of field operations or designee shall maintain agreements and provide needed information to the administrative coordinator for billing.
 6. Vendors violating the restriction placed on employment by the commander of field operations or designee may have their ability to contract an officer revoked and may not be approved for future contracted employment.
 7. Vendors with frequent recurring needs that have already agreed to terms of service do not need to revisit terms of service for each event.
- H.** Officers assigned to contracted duty employment shall have the ability to act within the full authority of their powers as prescribed in departmental written directives or state law. Officers assigned to contracted duty employment shall only perform law enforcement functions for the vendor.
- I.** Contracted duty employment shall occur within the city limits of Iowa City. Any requests for contracted duty employment outside the city of Iowa City shall be reviewed and approved by the chief of police.
- J.** Probationary officers that have not completed step five (5) of the field training officer (FTO) program for the department will not be eligible for overtime except for:
- extension of duty to complete necessary work on a call for service/incident-this does not include extension of duty to cover watch minimum on the upcoming watch
 - court
 - early call in to the same watch you are assigned in Step V
 - upon approval of the chief of police or their designee exceptions will be considered but only for officers who have demonstrated exceptional performance, a strong working knowledge of departmental policies and procedures, and have met or exceeded expectations in Step V.

- K.** When assigning contracted duty postings, assignments will be made subject to the method specified in the CBA. Supervisory personnel can be used for contracted duty employment if non-supervisory officers are unable. Assignment will be based on seniority at rank. Supervisory personnel assigned to contracted duty employment shall receive pay at 1.5 times top non-supervisor officer pay.
- L.** Vendors that have requested contracted duty employment from the department shall be allowed to cancel the employment without penalty if at least twenty-four hours notice is given. If notice to cancel is given to the department with less than twenty-four hours' notice, the vendor may be required to pay a minimum of two hours of the contract rate.
- M.** Vendors shall be required to pay a two (2) hour minimum based on one and one half (1½) times the top hourly pay rate of an officer, late night shift differential, Medicare percentage, and administrative costs. Vendors requesting officers for city recognized holidays shall be required to pay two (2) times the hourly pay rate of the officer assigned to the contracted duty plus previously mentioned costs. Costs for contracted police services may be adjusted on a yearly basis.
- N.** Vendors will be informed there is no guarantee the duty will be filled.
- O.** Officers shall utilize KRONOS to document time spent working contracted duty employment.
- P.** Patrol supervisors will be advised when a contracted duty assignment will occur during their watch. If an officer fails to report for an assigned contracted duty employment, the patrol supervisor shall attempt to contact the officer assigned. If the supervisor is unable to contact the assigned officer or the officer is contacted but unable to respond, the patrol supervisor shall make attempts to fill the assignment with other off duty officers. If the patrol supervisor is unable to fill the assignment, the vendor shall be notified as soon as possible. Failure to report or reporting late for contracted duty employment shall be documented by the patrol supervisor and forwarded to the commander of field operations. Failure to report or reporting late for a contracted duty assignment shall be considered by the department as failure to report for assigned duty and may result in prohibition from working contracted duty assignments and/or disciplinary action.
- Q.** If an officer is unable to work contracted duty employment after being approved for said employment, it shall be the officer's responsibility to contact the commander of field operations or designee to attempt to secure a replacement.
- R.** Except where stated in this policy, officers working contracted duty employment shall receive the same benefits and liability protections from the city of Iowa City and the department as they shall be considered "on duty" for the department in a law enforcement capacity when working for the vendor. If an officer is injured while working a contracted duty assignment, they shall be subject to the same reporting requirements as required when working their regular assignment.
- S.** Equipment needed to provide the service, including a vehicle to transport the assigned officer(s) to the job location, shall be provided by the department. Any

unusual requests for equipment shall be approved by the chief of police.

- T.** Officers working contracted duty employment are subject to inspection by supervisory officers. All departmental written directives shall be applicable to any officer engaged in contracted duty employment. Violations of written directives may result in prohibition from working contracted duty assignments and/or disciplinary action.
- U.** Officers working contracted duty assignments are required to wear the full uniform of the day. If traffic control is involved, officers shall wear a traffic vest or high visibility jacket. Based on the assignment, exceptions to the uniform requirement may be granted by the commander of field operations or designee.
- V.** If an officer engages in any type of enforcement activity while working contracted duty employment, they shall be responsible for completing reports initiated as a result of their action. Regular duty officers shall assist by processing any arrests made by the contracted duty officer.
- W.** Any criminal court appearances required as a result of working contracted duty employment shall be compensated in the same manner as court appearances for any other incident performed while on duty.
- X.** Any employee taking sick leave shall not engage in off duty or contracted duty employment.

Dustin Liston, Chief of Police

WARNING

This directive is for departmental use only and does not apply in any criminal or civil proceeding. The department policy should not be construed as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third-party claims. Violations of this directive will only form the basis for departmental administrative sanctions.