I. POLICY

It is the policy of the Cedar Rapids Police Department that when there is a contract for law enforcement services in place, all employees of the Cedar Rapids Police Department that fall under the contracts shall be protected so there is no chance of their employment rights, promotional opportunities, training opportunities, or fringe benefits being threatened.

A. Contractual Agreements

The Department may enter into contracts for law enforcement services. All contracts for law enforcement services shall be in the form of written agreements, and shall include, but not be limited to, the following elements:

1. Clear identification of the specific services to be provided by all parties, including the nature and extent of those services.

2. Specification of all financial agreements, including the time and manner of payment for services.

3. In the case of inter-local agreements, designation of a lead agency and specification of that agency’s responsibilities.

4. Definition of the types, extent, and location of records to be maintained by the lead agency.

5. Specification of the duration of the agreement.
6. Specification of how the agreement may be modified, renewed, or terminated.

7. Provision of clear responsibility for assumption of liabilities related to the agreement and for resolution of legal issues that may arise between the parties.

8. Provision that the Cedar Rapids Police Department shall retain ultimate authority over and responsibility for all of its personnel involved in fulfilling the agreement.

9. Specification of responsibility for provision of any equipment and/or facilities necessary for fulfillment of the agreement.

10. Provision for the Department to be included in the oversight, periodic review, and revision of the agreement as needed.

11. Contracts for law enforcement services may include inter-local agreements for regional services such as narcotics task forces, SRT, gang task forces, communications and other mutually beneficial multi-agency efforts.

B. Contract Services - Maintenance Of Employees Rights

1. Department employees assigned to fulfill contract services shall be afforded all of the same rights and benefits they would have if they were not so assigned, even if the contract requires them to work under the functional supervision of another agency.

C. Networking And Partnership Agreements

1. The Department may enter into Memoranda of Understanding with other entities for the purpose of establishing inter-agency networks and/or working partnerships.

2. Networking and partnership memoranda of understanding shall be in writing, and shall include, but not be limited to, the following elements:

   a. Clear identification of the specific areas of cooperation and/or support between/among the parties.

   b. Specification of the duration of the agreement.

   c. Specification of how the agreement may be modified, renewed, or terminated.
d. If appropriate, the following elements:

(1). Designation of a lead agency and specification of that agency’s responsibilities.

(2). Definition of the types, extent, and location of records to be maintained by the lead agency.

(3). Specification of any services to be provided.

(4). Specification of all financial agreements, including the time and manner of payment for services.

(5). Provision that the Cedar Rapids Police Department shall retain ultimate authority over, and responsibility for all of its personnel involved in fulfilling the agreement.

(6). Specification of responsibility for provision of any equipment and/or facilities necessary for fulfillment of the agreement.

(7). Provision for the Department to be included in the oversight, periodic review and revision of the agreement, as needed.

(8). Provision of clear responsibility for assumption of any liabilities related to the agreement and for resolution of legal issues that may arise between the parties.

D. Mutual Aid

1. The Cedar Rapids Police Department provides aid and support to the surrounding jurisdictions of Linn County, Johnson County, Iowa City, Coralville, Marion, Hiawatha, and Robins, in time of need through Mutual Aid agreement. The agreement for providing aid is conditional based upon the attached agreement detail. However, it is understood that all requests for assistance from proper authority will be honored based upon resources available.

2. This policy establishes procedures for reporting and relaying terrorism intelligence and information to the appropriate task force, law enforcement agency or other entity with a need and right to know. The Chief of Police or designee will be the Department’s liaison for Homeland Security related issues and is responsible for the exchange of information related to terrorism and disseminating information to the appropriate levels within the department.
a. Liaison with Other Agencies

(1). The Cedar Rapids Police Department is a member of the Iowa Law Enforcement Intelligence Network (LEIN) Region 3 Fusion Center, which in turn is a part of the FBI’s Joint Terrorism Task Force (JTTF).

(2). The Iowa LEIN Region 3 Fusion Center and JTTF serves as liaison with other organizations for the exchange of terrorism-related information.

II. PROCEDURE MUTUAL AID PROCEDURES

A. After receiving a call for assistance from the other agency, the shift commander who is on duty shall:

1. Determine what type of response is warranted and the number of units that should respond, including a commander if at all possible.

2. Keep enough units back to handle the calls to this Department for service.

3. Notify the Division Commander if more than two (2) cars are sent. The Division Commander shall notify the Chief of Police.

B. When a commander arrives on the scene, he/she shall take charge of the Cedar Rapids Police Department Officers. He/she shall confer with the commander from the other agency. He/she shall deploy Cedar Rapids Police Department Officers as needed.

C. Preferably, Cedar Rapids Police Department Officers will replace the other agency’s units who are normally assigned to patrol/traffic duty. This should free up more Officers from the other agency to handle the immediate problem. There may be occasions where Cedar Rapids Police Department Officers will be needed at the scene of the disturbance.

D. The other agency has the primary jurisdiction over the events that take place within their area. That agency’s policies and procedures shall dictate any law enforcement action to be taken. Cedar Rapids Police Department Officers shall at all times adhere to the policies, procedures and directives of the Cedar Rapids Police Department and shall only be required to respond to lawful orders.

E. Cedar Rapids Police Department Officers shall not initiate any aggressive action, which may escalate a situation until authorized by a commander of
the other agency, and so ordered by a Cedar Rapids Police Department Commander, unless the use of deadly force is justified in accordance with Cedar Rapids Police Department Policies and Procedures.

F. At the completion of the situation, complete detailed reports shall be left by all Officers involved in the situation. These reports shall state what action was taken, who was involved, etc. They shall be forwarded through the chain of command to the Chief of Police.