

## **CITY OF DUBUQUE RIDE-ALONG PROGRAM POLICY**

### **I. OBJECTIVE**

The City's Ride-Along Program is established to provide a standardized process for determining participation for individuals to observe the day-to-day operations of City staff.

### **II. POLICY**

The City has a goal to maintain community ride-along programs. Those persons that meet the eligibility requirements and who have received written permission from the relevant department manager or the department manager's designee may be allowed to accompany City personnel in their official duties.

### **III. ELIGIBILITY**

- A. To participate, the applicant shall meet the following criteria or fall within the exceptions provided by Section VII: Age Limit Exceptions or Section VIII: City Employees.
  - (1) Each participant must be a least eighteen (18) years of age or older.
  - (2) Persons under the age of eighteen (18) may participate in a ride-along with a waiver signed by a parent or guardian (OR see Section VII for persons under age eighteen (18)).
  - (3) Priority for program participation will be granted to individuals who reside, work, or attend school within the department's jurisdiction.
  - (4) Each participant should be in good health and not have any conditions that may restrict department personnel from performing their official duties. The department manager will, to the extent possible, make every effort to provide reasonable accommodations to any person interested in participating in the program.
  - (5) Participants are allowed to ride one (1) time per twelve (12) month period unless otherwise approved by a department manager.
- B. Prospective individuals must read and complete any and all written applications, waivers, and releases prior to being permitted to participate.
- C. Participants will be subject to and comply with a background check and shall not have been convicted of a felony; a serious criminal or traffic offense or order for protection/restraining order within the past year; or under active court supervision or involved in a pending criminal case.
- D. Each participant shall agree to follow all the rules of the Ride-Along Program and the directions of the department to which they are assigned.
- E. The department manager will determine the frequency, timing, and schedule of ride-alongs.

### **IV. APPLICATION**

An individual who wishes to participate in the City's Ride-Along Program will:

- A. Complete a City Ride-Along Program Application at least ten (10) days prior to the desired date requested for the ride-along unless waived by the department manager.
- B. Complete a Confidentiality Agreement and a City Ride-Along Program Waivers of Claims and Release of Liability prior to the desired date requested for the ride-along.
- C. Complete all documents fully. Interested individuals who do not completely fill out the paperwork cannot participate in the ride-along.
- D. A completed application will be processed and reviewed to determine eligibility. All documents related to the request, including application materials, shall be maintained in an administrative file pursuant to the City records retention schedule and applicable state law.

#### **V. GUIDELINES**

- A. Only one (1) participant shall be permitted to ride along in a City vehicle at any one time.
- B. Immediate family members and/or significant others of department members may not be paired together during a ride-along unless approved by the department manager.
- C. The department manager shall determine which department member a ride-along participant will be assigned to. The staff member assigned a ride-along will log the participant in and out.
- D. Individuals will not be allowed to ride-along with officers performing raids or with plainclothes units without specific advanced coordination and the approval of the Fire Chief or Police Chief, or designee.
- E. Department members shall not allow ride-along participants to participate, directly or indirectly, in situations that may jeopardize the safety of the ride-along, that department member, other department staff, or the general public.
- F. Ride-along participants will not be allowed to enter into private homes or on medical emergency responses without the explicit authorization of the department member providing the ride-along.
- G. Once approved, ride-along guidelines may be altered or changed if deemed necessary by the City.
- H. Department personnel may terminate a ride-along at any time and transport the ride-along participant back to the location of origin. Reasons may include, but are not limited to, ride-along conduct, safety, violation of the rules of conduct, or department response needs. City staff shall notify their department manager that the ride-along has been terminated. The department manager or designee shall indicate the termination and the reasons for termination on the application form.

#### **VI. RULES OF CONDUCT**

- A. City staff will explain the potential hazards that may be encountered and the necessity for participants to immediately obey all instructions. Participants shall follow the rules of the program as well as any directions of the department to which they are assigned.

- B. All ride-along participants are only observers to department operations. They shall not become involved in any incidents unless specifically instructed to do so by an authorized department member.
- C. Participants shall respect and preserve the confidentiality of all names of persons or information learned through the program, unless otherwise authorized.
- D. Participants shall not operate any vehicle during their ride-along.
- E. Participants shall not use department equipment, including computers, except when directly authorized by department staff or in extreme emergencies.
- F. Participants shall be required to wear seatbelts at all times and remain within the department's vehicle unless otherwise directed by the assigned supervising department member.
- G. Participants are prohibited from possessing or carrying a firearm or other weapon, with the exception of licensed peace officers, camera, tape recorder, or other type of recording device during a ride-along. If a ride-along is authorized to carry his or her cellular phone, it may only be used in cases of emergency.
- H. Participants shall not smell of, possess, or consume alcoholic beverages or other controlled substances before or during the ride-along.
- I. All City equipment and vehicles are tobacco free.
- J. Participants shall wear appropriate dress (business or business casual attire, i.e. polo/oxford style shirts, slacks/Docker style pants; with supportive shoes or boots). Unless provided by the department, ride-along participants shall not wear any clothing that implies direct association with the department. Jeans, t-shirts, shorts and baseball style caps are not allowed.
- K. Participants may be provided department-issued identification that shall be displayed prominently during the entire ride-along.

## **VII. SPECIAL PARTICIPANTS – AGE LIMIT EXCEPTIONS**

- A. Programs sponsored by national organizations which provide personal liability and medical insurance coverage for its members may be exempt from the minimum age requirement.
- B. The department may grant permission for youths involved in department-sponsored programs or special community events to participate in ride-along activities or tour department facilities.
- C. For any program that allows a ride-along participant under the age of eighteen (18), the written permission of a parent or legal guardian shall be obtained on the required Waiver of Claims and Release of Liability Agreement.

## **VIII. SPECIAL PARTICIPANTS – CITY EMPLOYEES/VOLUNTEERS**

- A. The department manager may authorize non-department members to participate in the ride-along program on a regular basis, or more often than this policy normally allows, as deemed necessary to obtain job-related expertise. City employees required to participate in the Ride-Along Program may participate without signing the Waiver of Claims and Release of Liability Agreement.
- B. Members of the Dubuque Auxiliary Police may participate in the Ride-Along Program at any time with the authorization of the sworn department member they will ride with and/or the on-duty shift supervisor. Dubuque Auxiliary Police officers

are not required to complete the Waiver of Claims and Release of Liability Agreement.

## **IX. HIPAA COMPLIANCE**

Under the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), ride-along participants who may come into contact with private health-related information will agree in writing, to keep all confidential information learned during their ride-along participation confidential.

## **X. AMERICANS WITH DISABILITIES ACT ACCOMMODATIONS**

The City will review written requests for reasonable accommodation of disabilities. Requests must be submitted in advance of the anticipated ride-along in accordance with each department's adopted policy. When possible the City will provide a reasonable accommodation. The department manager will evaluate written requests for reasonable accommodation and respond in writing.

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### **CONFIDENTIALITY AGREEMENT**

As a participant in the City of Dubuque Ride-Along Program, it is possible that I may come into contact with various types of information, with different legal designations and in different forms, including information that I would otherwise have no right to access.

I agree that I will not actively solicit or access, through City computers, files, or other means available, through my participation in the City Ride-Along Program any data that I otherwise have no right or need to witness.

To the extent that I may have access to private, confidential, nonpublic or protected nonpublic data during the course of my ride-along activities, I agree to comply with the Iowa Confidential Records Provisions and all other applicable statutes of the State of Iowa, the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal laws, and all applicable policies, rules, and regulations of this City. I promise to protect the confidentiality of any and all such information that I may learn through my participation in the Ride-Along Program and will all times act accordingly.

I understand that I may be subject to criminal or civil penalties for noncompliance.

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### **WAIVER OF CLAIMS AND RELEASE OF LIABILITY AGREEMENT**

1. I have asked the City of Dubuque ("the City") for permission to be an observer in its Ride-Along Program (the "Program"). My participation is voluntary. No one is forcing me to participate. I acknowledge that the Program is not an essential service provided by the City. As a participant in the Program, I will ride as a passenger in a City vehicle and will observe City personnel inside a City vehicle and while at the scene of any incident to which City personnel has responded.

2. I understand that voluntarily participating in the Program may be dangerous because of the multiple hazards encountered by City personnel. Such hazards include, but are not limited to, accidents involving a City vehicle, injury from bystanders or traffic, negligent or intentional tortious acts by third persons, exposure to severe weather conditions, exposure to communicable and/or infectious diseases, and various accidents during the routine operations of the City department. I understand that the City is not a guardian of my safety.
3. I personally assume all risks in connection with participating in the Program. I release the City and its employees, officials, volunteers and agents for any injury or damage sustained by me while participating in the Program, including all risks connected therewith, whether foreseen or unforeseen.
4. In consideration of being allowed to participate in the Program, I waive any and all right of action against the City and its employees, officials, volunteers and agents for any injury or damage that I might suffer while participating in the Program. This waiver does not waive liability for any injuries or damages that I obtain as the result of willful, wanton or intentional misconduct by any person acting on behalf of the City.
5. I agree to indemnify and hold harmless the City and its employees, officials, volunteers and agents against any and all claims, demands, damages, costs, or expenses, including reasonable attorney's fees, for any and all loss, damage or liability, which I may sustain as a consequence of my actions or conduct.
6. I have fully informed myself of the contents of this Waiver of Claims and Release of Liability by reading it before I have signed it. I have had the opportunity to ask any and all questions regarding this Waiver of Claims and Release of Liability and its effect. I understand the terms herein are contractual and not a mere recital and that I have signed this document as my own free act and agree to be bound by its terms.
7. It is my express intent that this Waiver of Claims and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

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#### **CITY OF DUBUQUE OPEN RECORDS ADVISORY**

As an applicant for a ride-along with a City department within the City of Dubuque, you are being asked to provide information about yourself which will be used in consideration of your application. The purpose of this request for information is to obtain information to permit the City to make basic checks in regards to the possible existence of a criminal record, outstanding warrant(s), or orders for protection. You are being requested to sign these documents and complete the information in order to be considered for a ride-along. The information contained in the Application for Ride-Along and Ride-Along Waiver of Claims and Release of Liability Agreement are required by the City of Dubuque. You are not required to provide any information requested in these materials. However, if the requested information is not furnished, your application will not be processed and a ride-along will not be permitted.

Some of the data you are being asked to provide is classified as public data, the remaining information classified as private or confidential. Private data is available only

to you and city officials and agencies with a bona fide need to know such information to process and make a decision on the approval of your application. Public data is available to anyone requesting it and consists of all data furnished in the application process that is not designated private or confidential. The purpose and intended use of the information provided to the department is to determine whether authorization for a ride-along should be approved. If a ride-along is granted, most information supplied by the ride-along applicant may become public.

The release for information that you have signed, and the data you provide, may be conveyed to third parties. To the extent that they reveal private information, they will be disclosed only to the extent that is necessary to perform the required process of this application.



## DUBUQUE POLICE DEPARTMENT APPLICATION FOR RIDE-ALONG

Approval of a ride-along is subject to background check results and staff availability. I am requesting consideration for a ride-along with the following department (please check box):

Requested date and time of ride-along:		
Name:		
Address:		
City:	State:	Zip Code:
Phone (home):		
Phone (cell):		
Email:		
Date of Birth:		
Drivers License Number:		
<b>Emergency Contact Information</b>		
Name:	Relationship:	
Phone: (Day)	(Evening)	
Have you participated in a ride-along program before? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please list dates(s) and sponsoring agency(s):		
Are you affiliated with any police, fire or public safety agency(s)?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please list those affiliations:		
Reason for Request:		

By signing this application, I acknowledge that I have read this document and agree to be bound by the provisions of the City's Ride-Along Program Policy, and if selected for participation in the Ride-Along Program, which includes adhering to the provisions of the following: (Please check each box as acknowledgement of each section)

<input type="checkbox"/> City Ride-Along Program Policy	<input type="checkbox"/> Waiver of Claims/Release of Liability
<input type="checkbox"/> Confidentiality Agreement	<input type="checkbox"/> Open Records Advisory

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Applicant Signature

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Date

*If applicant is under the age of eighteen (18), a parent or guardian must co-sign this application.*

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the Program. By signing this application, I acknowledge that the minor and I have read the following documents and agree the minor and I are bound by the terms stated therein.

<input type="checkbox"/> City Ride-Along Program Policy	<input type="checkbox"/> Waiver of Claims/Release of Liability
<input type="checkbox"/> Confidentiality Agreement	<input type="checkbox"/> Open Records Advisory

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Parent/Guardian Name (Please Print)

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Date

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Parent/Guardian Signature

Office Use:	Date	Initials
Application Received:	_____	_____
Background Check Conducted:	_____	_____
Confidentiality Agreement Returned:	_____	_____
Ride Along Scheduled:	_____	_____
Ride Along Conducted:	_____	_____