



# Policy 503

Subject	
<b>TRANSPORTATION OF PASSENGERS</b>	
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<b>31 August 2020</b>	<b>1 of 6</b>

*By Order of the Police Commissioner*

## **POLICY**

**Authorized Transport.** The Baltimore Police Department (BPD) recognizes that in order for some matters of business to be successfully expedited, there are circumstances which require that persons be transported in police vehicles that otherwise would not be authorized to do so. Affected departmental personnel will adhere to the guidelines regarding the appropriateness of transporting unauthorized persons in police vehicles.

**Ride-Along Program.** It is the policy of the BPD to establish guidelines under which citizens are permitted to participate in the BPD Ride-Along Program with trained, designated, and qualified members to develop public relations and provide observational and educational experiences for members and citizens.

**Passenger Safety.** All passengers, regardless of age and seat location, shall be restrained by seat belts. Except in the performance of your duty, do not allow persons other than those authorized by the BPD to ride in a departmental vehicle under your control. Always advise your supervisor when conducting a transport.

## **DEFINITION**

**Child Safety Seat** — Sometimes referred to as an infant safety seat, a child restraint system, restraining car seat, booster seat, or ambiguously as a car seat. A child safety seat is designed specifically to protect passengers under the age of sixteen (16) years from injury or death during collisions.

### Transportation of Passengers Under the Age of Sixteen (16) Years

#### **Member**

1. Do not transport children in child safety seats in the rear seats of departmental vehicles equipped with prisoner security screens. Be knowledgeable of Maryland's child passenger safety law, Transportation Article 22-412.2 Child Restraints:
  - 1.1. Any child under eight (8) years of age must be secured in a child safety seat, unless the child is 4 feet, 9 inches or taller.
  - 1.2. Any child under sixteen (16) years of age must be secured with the vehicle's seat belt or a child safety seat.
2. When the need arises to transport a child under the age of eight (8) years:
  - 2.1. Obtain a child safety seat from a District; and

- 2.2. Position the child safety seat in the rear seat of the departmental vehicle.
  - 2.2.1. Secure the child safety seat in the center seating position of the rear seat of the departmental vehicle utilizing the vehicle's seat belt.
3. When the need arises to transport a child over eight (8) years of age, yet under the age of sixteen (16):
  - 3.1. Position the child in the rear seat of the departmental vehicle; and
  - 3.2. Properly secure the child in the combination seat belt and shoulder harness of the departmental vehicle.
4. For custody related transportations adhere to Policy 713, *Responding to Mental Health Emergencies And Petitions For Emergency Evaluations*, Policy 1114, *Persons in Police Custody*, and Policy 1202, *Juveniles: Consensual, Non-Custodial Contacts and Custody Procedures*.

### **Supervisor**

5. Ensure subordinates comply with Maryland law and this Policy.

### Transportation Of Passengers Of The Opposite Sex In Departmental Vehicles

#### **Member**

6. When it is necessary to transport a passenger of the opposite sex, such as a complainant or a witness, advise Communications and provide the dispatcher with:
  - 6.1. Your current location, the beginning mileage at the start of the transport and the intended destination.
    - 6.1.1. Request starting time.
  - 6.2. The ending mileage and the actual location at the end of the transport.
    - 6.2.1. Request ending time.
7. Record the starting and ending times, in addition to the starting and ending mileage of all transports, by recording this information on your BWC.

#### **Dispatcher, Communications Unit**

8. At the start and conclusion of a transport of a passenger of the opposite sex, inform the member of the time.

### Departmental Ride-Along Program

9. Participants of the Ride-Along Program:
  - 9.1. Must sign the Release and Indemnity Agreement, Form 286, before the commencement of the assigned Ride-Along.
  - 9.2. Must be 18 years of age or older with valid state/government issued identification.

- 9.3. Must have warrant check conducted with negative results.
- 9.4. Are prohibited from carrying or possessing weapons of any kind, unless approved by the Police Commissioner.
- 9.5. Must wear body armor (vest) throughout the duration of the Ride-Along.
10. Citizens and members of the Auxiliary Police Unit, including off-duty and non-uniformed members wishing to be Ride-Along participants, shall submit a written request to the Commanding Officer of the district/section in which the Ride-Along is requested.
11. No single Ride-Along participant shall ride more than one tour of duty in a 24-hour period.
12. A separate signed and dated Release and Indemnity Agreement is required for each Ride-Along participant. On-duty uniformed Auxiliary Police Officers are not required to sign a Release and Indemnity Agreement.

**Member**

13. Obtain clearance for the Ride-Along Program from your Commanding Officer.

NOTE: VIPs must be approved through the Police Commissioner's Office.

14. Ensure that participants of the Ride-Along Program properly wear a seatbelt throughout the duration of the patrol.
15. Do not transport any prisoners in the same vehicle as the Ride-Along Program participants.
16. Conduct identification verification and warrant checks on all Ride-Along Program participants.
17. Photocopy the participant's identification and staple the photocopy to the Release and Indemnity Agreement.
  - 17.1. Indicate the results of the warrant check on the Release and Indemnity Agreement.
18. If needed, remind Ride-Along participants that they are observers, and they are not to become involved with normal law enforcement operations and procedures.
19. When receiving an emergency call for service while transporting a Ride-Along Program participant:
  - 19.1. Advise the participant to remain inside the departmental vehicle; or
  - 19.2. Leave the participant temporarily in a secure area, such as the stationhouse or government building until the emergency assignment is complete and/or the potential for danger to the participant has passed. If the participant is left at a secured location, advise the dispatcher of the location where the participant has been discharged.

**Shift Commander**

20. Forward all Ride-Along Program requests to your Commanding Officer for review.
21. Ensure proper approvals have been obtained before allowing an individual to participate in the Ride-Along Program.

22. Ensure a Release and Indemnity Agreement is completed and signed by the Ride-Along participant and is in your possession before the participant enters the vehicle.
23. Ensure the Release and Indemnity Agreement specifically states the date and time the participant will be accompanying the member, who has been trained and certified by the Police Training Academy (PTA).
24. Select certified members from your shift to transport Ride-Along Program participants. When feasible, have members accompany the Ride-Along participant of the same gender.
25. Forward all signed Release and Indemnity Agreements to your Administrative Office.

**Administrative Offices**

26. Maintain the original signed Release and Indemnity Agreement at the District/Section for one year.

**Commanding Officer**

27. Forward all Ride-Along Program requests to your District Commander for approval/disapproval.
28. Approve/Disapprove all requests by members of your command to be trained and certified to participate in the Ride-Along Program.

**District Commander, Patrol Bureau**

29. Approve/Disapprove all Ride-Along requests.
30. Forward VIP Ride-Along requests to the Police Commissioner's office for approval/disapproval.

**Police Commissioner**

31. Approve/Disapprove all VIP Ride-Along Program requests.
32. Forward approvals/disapprovals to the Chief of Patrol's Office (COP).

**Police Training Academy (PTA)**

33. Develop a lesson plan by which agency members will be certified as eligible to participate in the departmental Ride-Along Program.
34. Conduct Train-the-Trainer courses to Field Training Officers, who will provide this training to members whom have the approval of their Commanding Officers to participate.

**ASSOCIATED POLICIES**

Policy 713, *Responding To Mental Health Emergencies and Petitions for Emergency Evaluations*  
Policy 1114, *Persons in Police Custody*  
Policy 1202, *Juveniles: Consensual, Non-Custodial Contacts and Custody Procedures*

**APPENDIX A**

A. Release and Indemnity Agreement, Form 286

**RESCISSION**

Remove and destroy/recycle Policy 503, *Transportation Of Passengers In Departmental Vehicles*, dated 1 July 2016.

**COMMUNICATION OF POLICY**

This policy is effective on the date listed herein. Each employee is responsible for complying with the contents of this policy.

**APPENDIX A**

Release and Indemnity Agreement, Form 286

Release and Indemnity Agreement  
Form 286.05  
1160-25-81

POLICE DEPARTMENT  
BALTIMORE, MARYLAND

**RELEASE AND INDEMNITY AGREEMENT**

**WHEREAS**, the undersigned has voluntarily elected to ride as a passenger in a Departmental vehicle of the Police Department of Baltimore, Maryland, and to accompany police officers of said City while engaged in the performance of their duties, to study and observe for his/her own benefit the functions and operations of the Baltimore Police Department and its personnel; and

**WHEREAS**, the undersigned desires to do so at his/her own risk and recognizing the possible and inherent danger to his/her person and property resulting therefrom; and

**WHEREAS**, the City of Baltimore, the State of Maryland and the Baltimore Police Department, its agents and employees, do not wish to be liable for any damages arising from personal injuries and/or property damage sustained;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the undersigned does hereby, for himself/herself, his/her spouse/domestic partner, heirs, executor or administrator, and personal representatives:

1. Assume full responsibility for any personal injury or damage to his/her person or property which may occur, directly or indirectly, while in, on or about any such Police Department vehicle, Police Department premises or any part thereof at the Baltimore Police Department Headquarters Building or the Baltimore City Courthouse, or at any of the several District Station Houses of the Baltimore Police Department, or while accompanying any police officers of the City of Baltimore while in the performance of their duties;
2. Fully and forever release and discharge the City of Baltimore, the State of Maryland and the Baltimore Police Department, its agents and employees, from any and all claims, demands, damages rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the undersigned's being in, on or about any such Baltimore Police Department vehicles, or at any or all of the premises and places aforesaid, or while accompanying any police officers of the City of Baltimore as aforesaid;
3. Indemnify and hold harmless the City of Baltimore, the State of Maryland and the Baltimore Police Department, its agents and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on or about any such Baltimore Police Department vehicles, or at any or all of the premises and places aforesaid, or while accompanying any such police officers as aforesaid;
4. Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City of Baltimore, the State of Maryland and the Baltimore Police Department, its agents and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on or about any such Baltimore Police Department vehicles, or at any or all of the premises and places aforesaid, or while accompanying any such police officers as aforesaid; and
5. Agree that it is the intent of the undersigned that this Release and Indemnity Agreement be in full force and effect at any time after the execution hereof.

\_\_\_\_\_

*Printed Name* *Signature* *Date*

\_\_\_\_\_

*Address* *City* *State* *Zip* *Telephone*

**Dated at Baltimore, Maryland, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at \_\_\_\_ M.**

\_\_\_\_\_

*Witness Printed Name* *Signature* *Title* *Date*