



Policy 503

Subject	
TRANSPORTATION OF PASSENGERS	
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By Order of the Police Commissioner

POLICY

1. **Authorized Transport.** Except in the performance of duty, BPD members shall not allow persons other than those authorized by the BPD to ride in a departmental vehicle under his or her control. Members shall always advise their supervisor when conducting a transport. The Baltimore Police Department (BPD) recognizes there are circumstances which may require persons to be transported in police vehicles that otherwise would not be authorized to do so. Departmental personnel will adhere to the guidelines regarding the appropriateness of transporting such persons in police vehicles.
2. **Ride-Along Program.** The BPD permits qualifying citizens to participate in a well-regulated Ride-Along Program in order to develop public relations and provide observational and educational experiences.
3. **Passenger Safety.** All passengers, regardless of age and seat location, shall be restrained by seat belts.

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 child passengers from injury or death during collisions.

GENERAL

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

1. Do not transport children in Child Safety Seats in the rear seats of departmental vehicles equipped with prisoner security screens.
 - 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; and
 - 2.2. Secure the Child Safety Seat in the center seating position of the rear seat of the departmental vehicle utilizing the vehicle's seat belt. If two children require transportation with Child Safety Seats, a member may place a Child Safety Seat on each side of the rear seat in order to accommodate both children.
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 center of 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.
 - 3.3. If transporting multiple children, position children as appropriate in the rear seat, ensuring that Child Safety Seats are properly installed and older children have seatbelts and shoulder harnesses secured.
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*.

Transportation of Passengers of the Opposite Sex in Departmental Vehicles

1. 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:
 - 1.1. Your current location, the beginning mileage at the start of the transport and the intended destination.
 - 1.1.1. Request starting time from the Communications Section Dispatcher.
 - 1.2. The ending mileage and the actual location at the end of the transport.
 - 1.2.1. Request ending time from the Communications Section Dispatcher.
2. Record the starting and ending times, in addition to the starting and ending mileage of all transports, on your Daily Activity Report.

Dispatcher, Communications Section

1. 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

1. Participants of the Ride-Along Program:
 - 1.1. Must sign the Release and Indemnity Agreement, Form 286, before the commencement of the assigned Ride-Along.
 - 1.2. Must be 18 years of age or older with valid state/government issued identification.
 - 1.3. Must have a warrant check conducted with negative results.
 - 1.4. Are prohibited from carrying or possessing weapons of any kind, unless approved by the Police Commissioner.
 - 1.5. May wear body armor (ballistic vest) throughout the duration of the Ride-Along.
2. Citizens and off-duty members of the Auxiliary Police Unit, 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.
3. 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.
4. No single Ride-Along participant shall ride more than one tour of duty in a 24-hour period.
5. No single Ride-Along participant shall participate in more than four Ride-Alongs per calendar year, unless an exception is given by the Chief of the division in which the Ride-Along is requested or the Police Commissioner/designee.
6. Immediate family members or individuals involved in a personal relationship with an officer will not be allowed to ride with that officer. However, a Ride-Along with another member of the BPD is permissible provided all other terms and conditions of this policy are met.
7. No individual may be denied participation in a Ride-Along because of a physical handicap.
8. No more than three Ride-Along participants may ride with an officer at the same time, unless approved by the Division Chief.
9. Though BPD's Ride-Along Program is generally geared towards the Patrol Division, other units may provide a citizen Ride-Along with the approval of the Commanding Officer of that unit.

Member

1. Obtain permission to participate in the Ride-Along Program from your Commanding Officer.

NOTE: VIP Ride-Alongs must be approved through the Police Commissioner's Office (e.g., government officials, news media personnel, visiting members of departments from other jurisdictions, etc.). Consult your supervisor if you are uncertain as to whether an individual is considered a VIP.

2. Ensure that participants of the Ride-Along Program properly wear a seatbelt throughout the duration of the patrol.
3. Do not transport any prisoners in the same vehicle as Ride-Along Program participants, unless the vehicle is a prisoner transport van and the participant is riding in the driver's cabin with the officer.
4. Conduct identification verification and warrant checks on all Ride-Along Program participants.
5. Photocopy the participant's identification and staple the photocopy to the Release and Indemnity Agreement.
 - 5.1 Indicate the results of the warrant check on the Release and Indemnity Agreement.
 - 5.2 Give the above documentation to your Shift Commander prior to the Ride-Along.
6. Remind Ride-Along participants that they are observers and are not to become involved with normal law enforcement operations and procedures.
7. Offer Ride-Along participants the option of wearing body armor, and supply the body armor if the participant desires to wear it.
8. When receiving an emergency call for service while transporting a Ride-Along Program participant:
 - 8.1 Advise the participant to remain inside the departmental vehicle; or
 - 8.2 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.
9. If, at any point during the Ride-Along, the participant becomes involved in any law enforcement activity or does not obey the officer's instructions regarding the participant's safety, the officer shall return the participant to their starting point as soon as possible and discuss the issue with his/her supervisor.

Supervisor

1. If the member returns due to a problem or safety concern, determine whether the Ride-Along may continue or whether it shall be terminated.
2. If it is decided that the Ride-Along shall be terminated, a note shall be included on the participant's Release and Indemnity Agreement, which may be referred to at a later date if the participant requests a Ride-Along in the future. Forward the Release and Indemnity Agreement to the Administrative Supervisor.

Shift Commander

1. Forward all Ride-Along Program requests to your Commanding Officer for review.
2. Ensure proper approvals have been obtained before allowing an individual to participate in the Ride-Along Program.
3. Ensure a Release and Indemnity Agreement is completed and signed by the Ride-Along participant and is in your possession, along with a photocopy of the participant's identification, before the participant enters a departmental vehicle.
4. Ensure the Release and Indemnity Agreement specifically states the date and time the participant will be accompanying the member.
5. Assign Ride-Along participants to an appropriate member from your shift for the Ride-Along. When feasible, have members accompany the Ride-Along participant of the same gender.
6. Forward all signed Release and Indemnity Agreements to your Administrative Office.
7. Ensure that the participant has not already participated in four (4) Ride-Alongs during that same calendar year.

Administrative Supervisor

1. Scan/email the signed Release and Indemnity Agreement, photo copy of the participant's identification, and any notations to: Ridealongs@Baltimorepolice.org.

Commanding Officer

1. Approve/disapprove all citizen Ride-Along Program requests.
2. Approve/disapprove all requests by members of your command who are interested in providing Ride-Alongs.
3. Forward VIP Ride-Along requests to the Police Commissioner's office for approval/disapproval.

Police Commissioner/Designee

1. Approve/Disapprove all VIP Ride-Along Program requests.
2. Forward approvals/disapprovals to the appropriate Division Chief.

ASSOCIATED POLICIES

Policy 404, *Daily Activity Report*
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*, 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

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

Participant chooses to wear body armor (ballistic vest)? Y [] N [] Participant Signature

Commanding Officer: Name Signature Approved? Y [] N []