

COOPERATIVE AGREEMENT
Ulster County Emergency Response Team

This Cooperative Agreement (hereinafter the "Agreement") is entered into by and between the Ulster County Sheriff's Office and various police agencies in the County of Ulster, to cooperate and act collectively as an emergency response team, referred to as the Ulster County Emergency Response Team (hereinafter "UCERT"). The signatories to this Agreement (each, a "Member Agency," together, the "Member Agencies"), jointly and separately agree to abide by the terms and provisions of this Agreement throughout the duration of this joint operation.

I. Purpose

A. The purpose of this Agreement is to outline the mission of UCERT. Additionally, in order to maximize interagency cooperation, these guidelines will formalize relationships between the Member Agencies with regard to items such as chain of command, policy guidance, planning, training, and media coordination. All Member Agencies shall abide by the UCERT Policy and Procedures attached hereto as "Exhibit 1."

II. Mission

A. The mission of UCERT is to achieve maximum coordination and cooperation, through utilizing the combined resources of the Member Agencies, to support the various municipalities within the County of Ulster with a rapid tactical response to critical incidents. Critical incidents may include, but are not limited to:

1. Hostage Situations: the holding of any person(s) against their will by an armed or potentially armed suspect.
2. Barricade Situations: the standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands or surrender.
3. Sniper Situations: the firing upon citizens or police by an armed suspect, whether stationary or mobile.
4. High-Risk Apprehension: the arrest or apprehension of armed or potentially armed suspects where the likelihood of armed resistance is high.
5. High-Risk Warrant Search: the service of search or arrest warrants where the warrant service matrix or policy recommends or requires the use of the UCERT.
6. Personal Protection: the security of special persons, such as V.I.P.s, witnesses, or suspects, based on threat or potential threat to the well being of those persons.
7. Special Assignments: any assignment approved by the Sheriff or Designees, based upon a high level of threat.
8. An act of terrorism where such special services may be warranted.

III. Term, Modification, Member Agency Termination, and Disbanding

A. This Agreement shall begin January 1, 2015 and end December 31, 2015. This Agreement may be modified at any time by written consent of all the Member Agencies.

The Sheriff shall appoint the UCBRT Commander. The UCBRT Commander shall select the Tactical Commander(s). The Tactical Commander shall select an Assistant Tactical Commander. The Tactical Commander and Assistant Tactical Commander will select the Team Leaders. Each individual shall serve for the Term of this Agreement unless removed or no longer a Police Officer whichever is sooner.

- 5. Team Member(s)
- 4. Team Leader(s)
- 3. Assistant Tactical Commander
- 2. UCBRT Tactical Commander
- 1. UCBRT Sheriff

B. UCBRT'S Chain of Command shall consist of the following:

- 4. The Commander of UCBRT
 - 3. The UCBRT Police Chiefs Association's legal counsel
 - 2. Each Member Agency's Chief of Police, or his/her designee;
 - 1. The UCBRT Sheriff (the "Sheriff"), or his/her designee;
- The Oversight Committee shall consist of the following personnel:
- UCBRT may be called in order to address specific incidents which may require immediate action. The Oversight Committee shall consist of the following personnel:
- UCBRT'S Oversight Committee shall be established to oversee the administrative functions and concerns of UCBRT, to discuss policy, procedure and other matters of concern that may arise as a result of team deployment. The Oversight Committee shall meet quarterly, per section VIII-C below, and at any time a special meeting of the Oversight Committee may be called in order to address specific incidents which may require immediate action.

IV. Organization, Supervision and Chain of Command

- A. UCBRT'S Oversight Committee shall be established to oversee the administrative functions and concerns of UCBRT, to discuss policy, procedure and other matters of concern that may arise as a result of team deployment. The Oversight Committee shall meet quarterly, per section VIII-C below, and at any time a special meeting of the Oversight Committee may be called in order to address specific incidents which may require immediate action. The Oversight Committee shall consist of the following personnel:
- B. Any Member Agency may terminate its participation in UCBRT under this Agreement by delivering a written notice of termination to the UCBRT Sheriff, who will distribute the notice to the other Member Agencies. Such notice shall be effective upon delivery or upon an effective date set forth in the notice, whichever later occurs.
- C. If a Member Agency withdraws from UCBRT, it will be entitled to the return of its property and equipment supplied for the purposes of UCBRT within fifteen (15) days of notice of its withdrawal from UCBRT. The Member Agency seeking to withdraw must also return any property and equipment belonging to another Member Agency within fifteen (15) days of notice of its withdrawal from UCBRT. Any and all withdrawals must be set forth in writing, indicating date that the withdrawal becomes effective, and delivered to the UCBRT Sheriff. Property as used herein shall be defined to mean any movable or tangible thing that is subject to ownership and not classified as real property.
- D. The "Oversight Committee" shall establish a plan for disbanding UCBRT. If and when UCBRT is disbanded, after any outstanding financial obligations are met, operating funds and equipment shall be disbursed among the Member Agencies, as determined by the Oversight Committee.

- C. All decisions of the Oversight Committee must be made by a simple majority. Minutes of the meetings of the Oversight Committee and any other meeting that constitutes a quorum shall be kept, approved, and retained. Meetings shall be announced by written notice, provided electronically to the contact person designated by each Member Agency; at least ten (10) days in advance of any meeting, except in an emergency, in which case such notice shall be provided as early as possible in advance of the meeting.
- V. Procedures
- A. Selection of Personnel
1. Police officers interested in volunteering for assignment to UCERT must be approved in writing by their Agency's Chief Administrator.
 2. Prospective UCERT team members are selected from a roster created through a process of interviews, recommendations, evaluations and testing, which are conducted by UCERT's Tactical Commanders and Team Leaders.
 - a. Length of time in service;
 - b. Satisfactory job performance in present and previous assignments;
 - c. Satisfactory physical fitness levels; and
 - d. Satisfactory completion of validated testing specific to the tasks of the UCERT.
 3. All assignments to UCERT are voluntary.
 4. Once selected for UCERT, all UCERT team members (the "Team Member" or "Team Members") are required to maintain a high standard of physical fitness, tactical proficiency and team unity. The requirement to maintain a higher standard is essential to UCERT success and the saving of lives.
 5. Any Team Member may be removed from UCERT without cause, when deemed necessary for the overall good of UCERT.
- B. Firearms Training/Qualification and Related Training
1. Team Members will undergo a minimum of sixteen (16) hours of training per month. Training will be performance oriented and focus on appropriate subjects and tasks related to the mission of UCERT.
 2. The Tactical Commander will maintain a current task manual that lists the standards of performance for each task, both individual and at the team level. Individual team members will re-certify annually on all requisite skills.
 3. Failure to re-certify at either the individual or the team level, will result in an immediate focus on remediation, and will be deemed a failure to meet minimum standards.
 4. Remedial efforts will immediately begin with the affected member. Failure to re-certify during the remedial period will result in having the member placed in a temporary non-deployable status. Failure to recertify after remedial training may result in removal from UCERT.
 5. The training program will also include regular updates on legal issues facing tactical operations, such as warrant service and hours for service issues. Deadly force policy and legal issues will also be a regular part of firearms training.

C. Equipment

1. The Ulster County Sheriff's Office will supply and equip Team Member(s) with at least the following equipment using all means necessary to procure this equipment:

- a. Ballistic helmet;
- b. Safety goggles;
- c. Hearing protection;
- d. Ballistic entry vest (complete with Threat Level IV inserts if available);
- e. Portable Radio Headset;

2. Member Agencies will supply their UCERT member(s) with the following equipment;

- a. Duty belt for tactical equipment;
- b. Special weapons as authorized;
- c. Appropriate amount of ammunition for weapons training and qualification; and
- d. Portable radio with required frequencies.

2. Team Members shall utilize appropriate utility type uniforms, of an approved color/pattern. Uniforms will utilize clearly visible and identifiable patches or lettering that identifies the wearer of the uniform as a police officer.

3. Suitable protective footwear bearing slip resistant soles are required for all Team Members.

4. The UCERT Commander must approve all other items of personal wear and equipment.

5. UCERT recognizes that the safety of its Team Members, innocent citizens, and suspects is often jeopardized by the hazardous environment in which it operates. As such, it is the intent of UCERT to lessen the risk of injury and death in the course of any tactical operation by using specialized equipment.

6. The UCERT Commander shall ensure that only those Team Members properly trained and certified in the use of the special equipment will use said equipment. The UCERT Commander will be responsible for establishing the certification standards and criteria for UCERT, using standards and practices as set by the National Tactical Officers Association, New York State Tactical Officers Association and the New York State Division of Criminal Justice Services.

7. Specialized Equipment shall be issued by the UCERT Commander to those Team Members properly trained and certified in the use of the specialized equipment, in an attempt to lessen the risk of injury or death to all involved during the performance of UCERT operations.

8. Team Members, to whom the special equipment is issued, are responsible for ensuring the equipment is properly cared for and maintained. Failure to appropriately care for or maintain the equipment in full mission readiness will be grounds for removal of the Team Member from UCERT.

9. If it is determined to be operationally necessary, the Member Agencies hereby agree and authorize Team Members to use vehicles from all Member Agencies for the furtherance of the mission of UCERT. Vehicles shall be used in compliance with existing Member Agency policy.

10. Each Member Agency, at its sole cost, agrees to provide police/law enforcement liability and automobile insurance, fuel, maintenance and repairs for its respective vehicle usage. All Ulster County owned or leased vehicles shall have routine maintenance and repairs done at the Ulster County Central Auto Repair, 125 Maxwell

- Lane, Kingston, New York, 12401. Inter-agency use of vehicles is to be closely monitored by the respective Member Agencies' Chief Administrators, and ultimately the Oversight Committee of UCERT.
11. In the event of death or injury as a result of UCERT action, the following procedures shall be followed:
- a. Protect the scene;
 - b. Preserve evidence;
 - c. Immediately secure all firearms known to have been discharged
 1. Note the condition of the weapons;
 2. Secure all unexpended rounds;
 - d. Secure firearms of all other officers pending examination by crime scene investigators;
 - e. Cause all required notifications to be made; (including but not limited to: Agency head of any officer(s) involved and the Ulster County District Attorney's Office who will direct as to who will be the lead investigating agency.
 - f. Turn scene over to the Ulster County District Attorney's Office and the Investigating agency assigned; and
 - g. Arrange for dispatch of the Ulster County Sheriff's Office Critical Incident Stress Management Team as per the policy of the Ulster County Sheriff's Office.
- D. Reports, Evidence and Log Policies
1. The UCERT Commander and the designated person so responsible within each Member Agency shall retain training and certification records of their respective Team Members pertaining to any specialized in-service training, in accordance with accreditation standards or Member Agency policy. The Ulster County Sheriff's Office will maintain relevant UCERT training records. These files are to be kept in the UCERT Training Office located at the Ulster County Law Enforcement Center.
 2. All reports will be processed and maintained in accordance with the written UCERT Policy and Procedures (a copy is attached hereto as "Exhibit I").
 3. The UCERT Commander shall maintain a perpetual inventory and time and attendance log (the "Log") for all activities of UCERT. The Log shall include the following: case number, date, defendant, brief description, location, disposition, and hours of every Team Member and vehicle involved in each activity of UCERT.
- E. Meetings, Minutes and Evaluations
1. An organizational meeting shall be held in the month of January, or as soon thereafter as practicable, upon approval and execution of this Agreement by all participating Member Agencies and their respective representatives of each municipality, and quarterly thereafter. Quarterly meetings of the UCERT Oversight Committee will be held within the months of March, June, September and December, with prior written notice given to all Member Agencies. Special meetings may be called from time to time by the UCERT Commander.
 2. An evaluation of the nature and result of UCERT operations will be conducted by the Oversight Committee. The criteria for evaluation will include, but not be limited to, the number of operations, equipment used, needed and outcome. Modifications or adjustments to UCERT'S mission, as determined by the Oversight Committee, will be implemented at the quarterly meetings when necessary.

3. Meeting minutes shall be recorded and kept in a secure location. In addition to the meeting minutes and quarterly reports, all records kept in the normal course of business shall be available for inspection by a representative of each of the Member Agencies, upon request.

F. Media

1. All media requests for information pertaining to any aspect of UCERT'S operations or training must be referred to the Sheriff.
2. All media releases and statements, when possible, will be mutually agreed upon and jointly handled by the Oversight Committee.
3. The Ulster County Sheriff may issue press releases without contacting member agencies to insure timely press releases.
4. Under no circumstances will a Team Member make any statement to the media about any UCERT operation.

G. Complaints

1. Citizen and internal complaints against Team Members shall be forwarded to the UCERT Commander. If the complaint cannot be resolved or is a violation of the respective Member Agency's policies and procedures, the complaint will be forwarded to the respective Member Agency. That Member Agency's Chief Administrator or designee will conduct a joint investigation in conjunction with the Sheriff, or designee, and the UCERT Commander. Nothing in this section precludes any citizen from going directly to a Team Member's Agency to file a complaint.

VI. Personnel Activation

A. Authority for Multi-Jurisdictional Participation

1. UCERT is comprised of police officers from several municipalities within Ulster County. Team Members assigned from each participating municipality will be cross designated by the Ulster County Sheriff thus facilitating temporary extension of police authority to areas outside their normal jurisdiction when so activated by the Sheriff of Ulster County. This Agreement also outlines the mission, goals and standards of UCERT.
2. The authority for the multi-jurisdictional activation of UCERT is derived from section 655 of the County Law, which states in part:
 § 655. Emergency special deputies. For the protection of human life and property during an emergency, the sheriff may deputize orally or in writing such number of additional special deputies, as he deems necessary.
3. As such, only the Sheriff or his designee may authorize activation of this multi-jurisdictional team, and Team Members are only authorized to leave their jurisdictions pursuant to this Agreement subsequent to approval by the Sheriff or his designee.
4. All cross designated police officers of the participating municipalities are authorized, when activated pursuant to the provisions of this Agreement, to act outside their respective jurisdictions within Ulster County.
5. All cross designated police officers participating in UCERT shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the civil or political subdivision in or by which they are normally employed, and shall

continue to be employees of their own municipalities during their activation outside of the physical boundaries thereof.

B. Composition and Structure

1. UCERT is composed of a tactical entry team and a perimeter containment team comprised of police officers from the Member Agencies. UCERT works directly with the Crisis Negotiator assigned to the specific incident. The UCERT Commander oversees and commands each of these units, but individual Team Leaders are assigned to each team. Each Team Leader will communicate directly with the UCERT Commander and will be responsible for carrying out any orders or directives. In the event a Team Leader is not present during a tactical operation, a member of the respective team will then be assigned to act as the Team Leader.

C. Command and Control Structure

1. When activated for an operation, UCERT performs under the direction of the UCERT Commander. In the absence of the UCERT Commander, the Assistant Commander will function as the UCERT Commander.
2. The UCERT Commander will report directly to the Police Officer in charge of the specific incident (the "Incident Commander"), where one has been designated, or to the on-scene supervisor. Incident Command protocols will be instituted in all tactical operations, time and circumstances permitting.
3. The authority to initiate or abort tactical options lies with the UCERT Commander.
4. The UCERT Commander is responsible for deployment of the unit, tactical decision-making and the execution of tactical planning. The UCERT Commander will maintain the highest levels of communication with the Incident Commanders, and Crisis Negotiators, if present, providing updated information on the situation and recommendations of a tactical nature.
5. The actual direction of the UCERT is solely the function of the UCERT Commander, or, in his absence, the Assistant Commander. All tactical instruction will be provided to the UCERT via the UCERT Commander. In the absence of the Commander, Assistant Commander, and Team Leader Team Members will temporarily assume pre-determined roles in the chain of command. An activation response by a team member must be at the direction of the commanding officer of the Member Agency.

D. Mutual Aid Activation Process.

1. A supervisor from any law enforcement agency in Ulster County may request activation of the UCERT for critical incidents occurring within their jurisdictional boundaries.
2. Calls for activation must be directed to the Ulster County Sheriff's Communication Center.
3. The Sheriff, Undersheriff or his designee will assess the situation and when deemed necessary, will make immediate contact with the UCERT Commander. All available information will be conveyed when requesting activation of UCERT.
4. A Sheriff's supervisor will be dispatched immediately to the scene to assist the requesting agency.
5. UCERT activations take precedence over all other assignments. Immediate response by Team Members is required. However, if UCERT Team Members are handling a serious crime in their own jurisdiction and can't respond immediately, they shall respond as soon thereafter as practicable.

- 6. Upon activation, Team Members fall under the immediate command of the UCERT Commander and remain so until deactivated by said UCERT Commander.
- 7. Pre-planning and execution of warrants or other operations having special requirements or safety considerations may be requested either by contacting the Sheriff's Office or the UCERT Commander.
- a. Protocols for deploying UCERT pursuant to a pre-planned event remain the same as outlined in the activation procedure above.

VII. Expenditures

- A. Salary/Overtime
 - 1. All Team Member participation in UCERT is a voluntary assignment. Salary and overtime shall be paid by each Team Member's respective Member Agency.

B. Office Equipment

- 1. The Member Agencies, to the extent possible, agree to provide necessary office equipment and needed supplies to carry out the administrative operation of UCERT.

C. Office Space

- 1. The Ulster County Sheriff's Office shall provide office space for UCERT at the Ulster County Law Enforcement Center.

D. Miscellaneous Expenses

- 1. The Member Agencies agree that miscellaneous expenses of UCERT, such as training, rental cars, investigative travel, etc., will be funded by each Member Agency as needed, and approved by the Oversight Committee.

E. Unspecified Expenditures

- 1. Any UCERT expenditure not specified in this Agreement will be determined, clarified and approved by the Oversight Committee.

VIII. Performance

- A. In performing its duties, each Member Agency shall assign qualified personnel to perform its duties in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a Law Enforcement Agency performing services of a similar nature. Each Member Agency shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

IX. Indemnification

- A. Each Member Agency agrees to indemnify, hold harmless and defend the other Member Agencies and the County and their respective municipalities, including their officials, employees and agents, against all claims, losses, damages, liabilities, costs and/or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the negligent or intentional act or omission of the Member

B. Each Member Agency shall attach to this Agreement, certificates of insurance evidencing each Member Agency's compliance with these requirements.

A. Each Member Agency shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in "Schedule A" (Insurance Requirements), which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of the acts or duties to be performed by the Member Agencies pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to Uister County. Uister County shall be named as an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of each Member Agency and not those of the Uister County. Uister County will name as an additional insured on its Commercial General Liability policies each Member Agency. Notwithstanding anything to the contrary in this Agreement, each Member Agency irrevocably waives all claims against Uister County for all losses, damages, claims or expenses resulting from risks commercially insured under the insurance described in this section if the Member Agency's Team Members are acting outside the scope of their employment with the County and their respective agency. Failure by any Member Agency, excluding the County, to provide commercial insurance covering such losses, damages, claims or expenses shall not affect this waiver. The provision of insurance by each Member Agency shall not in any way limit each Member Agency's liability under this Agreement.

XI. Insurance

A. Each Member Agency assumes the risk of and shall be responsible for any loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of that Member Agency, its officers, directors, members, partners, employees, representatives or assignees, to any other Member Agency's property and equipment, while such property and equipment is in that Member Agency's possession and control.

X. Protection of Property

B. The County agrees to indemnify, hold harmless and defend the Member Agencies and their respective municipalities, including their officials, employees and agents, against all reasonable attorney fees and costs of litigation and/or settlement whether incurred as a result of a claim by a third party or any other person or entity, arising out of the negligent or intentional act or omission of the Sheriff, the County or their agents or employees, to the extent of their responsibility for such claims, damages, losses and expenses.

Signature Page Follows

- A. The rights and obligations of the Member Agencies and their respective agents, successors and assignees shall be subject to and governed by this Agreement, in conjunction with the attached UCERT Policies and Procedures, Section 655 of County Law, and Section 209-f of General Municipal Law.
- B. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

XIII. Future Agreement

- A. Section headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

XII. Heading and Defined Terms

- 1. Policy retroactive dates coincide with or precede each Member Agency's start of the performance under this Agreement (including subsequent policies purchased as renewals or replacements); and
 - 2. Each Member Agency shall maintain similar insurance for a minimum of three (3) years following the end of this Agreement; and
 - 3. If the insurance is terminated for any reason, each Member Agency agrees to purchase for Ulster County, an unlimited, extended reporting provision to report claims arising from the acts or duties performed under this Agreement; and
 - 4. Immediate notice shall be given to Ulster County, through the Ulster County Sheriff's Office, the Ulster County Attorney's Office, and Ulster County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the performance under this Agreement.
- D. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
- 1. Policy retroactive dates coincide with or precede each Member Agency's start of the performance under this Agreement (including subsequent policies purchased as renewals or replacements); and
 - 2. Each Member Agency shall maintain similar insurance for a minimum of three (3) years following the end of this Agreement; and
 - 3. If the insurance is terminated for any reason, each Member Agency agrees to purchase for Ulster County, an unlimited, extended reporting provision to report claims arising from the acts or duties performed under this Agreement; and
 - 4. Immediate notice shall be given to Ulster County, through the Ulster County Sheriff's Office, the Ulster County Attorney's Office, and Ulster County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the performance under this Agreement.
- C. Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of Ulster County, with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to Ulster County, directed to Ulster County's Insurance Department and the Ulster County Sheriff's Office, and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the relevant Member Agency.

01/01/2015 - 12/31/2015
Chief Administrators' Signatures
(Approved through resolution by each respective municipality)

Uister County Sheriff _____
Date

Chair, Uister County Legislature _____
Date

Supervisor, Town of Woodstock _____
Date

Supervisor, Town of Saugerties _____
Date

Supervisor, Town of Uister _____
Date

Supervisor, Town of New Paltz _____
Date

President, SUNY New Paltz _____
Date

Supervisor, Town of Shandaken _____
Date

**SCHEDULE A
INSURANCE REQUIREMENTS**

CERTIFICATES OF INSURANCE

The Member Agency shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Member Agency's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Member Agency shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Member Agency is not required to carry such insurance, the Member Agency must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Member Agency) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Member Agency should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 - "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 - "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 - "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Member Agency is self-insured or
- Form GSI-105.2 - "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or
- Form GSI-12 - "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Member Agency is self-insured.

If the Member Agency is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Member Agency) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Member Agency should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 - "Certificate of Insurance Coverage Under the NYS Disability Benefits Law" or
- Form DB-155 - "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers' Compensation Board if the Member Agency is self-insured.

If the Member Agency is not required to carry DB Insurance coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage." This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Member Agency shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Member Agency, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Member Agency to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:

1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Member Agency, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

LAW ENFORCEMENT / POLICE LIABILITY INSURANCE

Law Enforcement Liability Insurance shall be provided by the Member Agency, in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate, as well as an Excess/Umbrella Liability Policy in an amount not less than **TEN MILLION AND 00/100 (\$10,000,000.00)** for each occurrence, and in an

amount not less than TEN MILLION AND 00/100 (\$10,000,000.00) general aggregate on a following form basis over the Law Enforcement Liability Policy.

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the Member Agency in an amount not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.

ULSTER COUNTY EMERGENCY RESPONSE TEAM
POLICY AND PROCEDURES
EXHIBIT 1

**ULSTER COUNTY EMERGENCY
RESPONSE TEAM
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I. Mission Statement

The mission of the Ulster County Emergency Response Team is to support the various municipalities within the County with a rapid tactical response to critical incidents. The Ulster County Emergency Response Team is a life saving organization made up of members from various police agencies in Ulster County.

II. Authority for Multi-Jurisdictional Participation

The Ulster County Emergency Response Team is comprised of police officers from several municipalities within Ulster County. Each participating municipality is a signatory to an inter-municipal agreement outlining the mission, goals and standards of the team.

The authority for the multi-jurisdictional activation of the U.C.E.R.T. is derived from section 655 of the County Law, which states in part:

§ 655. Emergency special deputies. For the protection of human life and property during an emergency, the sheriff may deputize orally or in writing such number of additional special deputies, as he deems necessary. If he is unable to continue the services of such special deputies without compensation, he may pay the compensation of any such special deputies in such amount as the board of supervisors may determine for each day any such special deputy is actually engaged in assisting him in the performance of his duties, or in assisting any other sheriff who has declared a state of special emergency, pursuant to the provisions of section two hundred nine-f of the general municipal law, with the

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permission of the sheriff who deputized him. If the board of supervisors shall fail to fix the compensation of such special deputies, the sheriff may fix such compensation at not exceeding three dollars per hour for each such special deputy. The compensation of any special deputy shall be a county charge. The board of supervisors may direct the manner of payment including a direction of approval for such payment by the chairman of a designated committee of the board.

All police officers of the participating municipalities are authorized, pursuant to the provisions of the agreement, to act outside their respective jurisdictions within Ulster County.

All police officers participating on the U.C.E.R.T. shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the civil or political subdivision in or by which they are normally employed, and shall continue to be employees of their own municipalities during their activation outside of the physical boundaries thereof.

III. Command and Control

A. Incident Command protocols will be instituted in all tactical operations, time and circumstances permitting. A supervisor will be immediately dispatched to the scene and will assist the requesting agency as necessary. The agency requesting assistance will maintain its authority over the situation through the incident command process.

B. The Tactical Commander will have responsibility for overall command, control and management of tactical resources at the incident.

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C. When activated for an operation, the U.C.E.R.T. performs under the direction of the Tactical Commander. In the absence of the Tactical Commander, the Assistant Tactical Commander will function as the Tactical Commander.

1. It is understood that the first arriving member of UCERT will act as Tactical Commander until relieved.

2. The Tactical Commander will report directly to the Incident

Commander, where one has been designated, or to the on-scene

supervisor.

D. The Assistant Tactical Commander will assist the Tactical Commander operationally and in training.

E. Team Leaders are responsible for maintaining control of their respective units when deployed operationally or during training. In the event a team leader is not present during a tactical operation, a member of the respective team will then be assigned to carry out the team leader function.

IV. Composition and Structure

A. The Ulster County Emergency Response Team (hereafter U.C.E.R.T.) is comprised of police officers and deputies from each of the participating municipalities that are parties to the Inter-municipal Agreement.

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B. Functioning within the U.C.E.R.T. structure are a tactical entry team, a sniper unit and a crisis negotiation team.

V. Duties and Responsibilities

A. Team Commander

The Tactical Commander is in charge of the tactical response team and reports directly to the Incident Commander. He is responsible for deployment of the unit, making tactical recommendations and executing the tactical plans approved by the Incident Commander. The Tactical Commander will maintain the highest levels of communication with the Incident Commander and Crisis Negotiators, providing updated information of the situation and recommendations of a tactical nature. Whenever possible, tactically significant information and instruction will flow through the Tactical Commander

B. Assistant Team Commander

The Assistant Tactical Commander reports directly to the Tactical Commander and may perform a variety of tasks including, but not limited to, the coordination and control of tactical and sniper teams. In the absence of the Tactical Commander, the Assistant Tactical Commander will perform all functions thereof

C. Team Leader

With oversight by the Tactical Commander and/or the Assistant Tactical Commander, the team leader is responsible for carrying out orders, directives,



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approved operational plans and taking appropriate action in situations requiring immediate action. Each team leader communicates directly with the Assistant Tactical Commander or a liaison assigned to the Tactical Operations Center.

D. Team Member

All members assigned to the U.C.E.R.T. via the successful completion of the selection process. Upon activation, team members fall under the immediate command of the Tactical Commander and remain so until de-activated by said commander.

There is no recognition of individual rank within the structure of the U.C.E.R.T. except as outlined herein.

VI. Selection, Testing, Training and Retention of Personnel

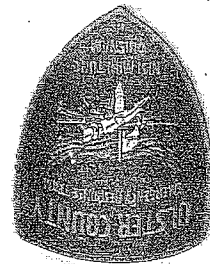
Final selection for appointment to UCERT will be based upon physical fitness testing, firearms proficiency and team interview. All member participation in the U.C.E.R.T. is voluntary. Once selected for the team, all members are required to maintain a high standard of physical fitness, tactical proficiency and team unity. The demand to maintain a higher standard is essential to team success and the saving of lives.

A. Criteria for Applicants

Prospective members are selected from a roster created through a process of interviews, recommendations, evaluations and testing. Some of the criteria for acceptance includes, but is not limited to:

- ✔ Time in service of a certain length
- ✔ Satisfactory performance in present and previous assignments
- ✔ Requisite physical fitness levels
- ✔ Requisite firearms skills

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➤ Medical Condition

B. Interviews

Each prospective applicant will be interviewed by a board made up of current team

members.

C. Fitness Requirements

1. Physical Agility Test

The Physical Agility test is conducted in three (3) phases, with a minimum standard for each phase. Failing to meet the minimum standard in any phase results in failure of the Physical Agility test.

This physical agility test was developed by the FBI, for testing the physical agility of SWAT Members.

Phase 1

Pull-ups: conducted wearing issued Tactical Ballistic Vest.

• *Member must complete a minimum of two (2) full pull-ups.*

Phase 2

40 yard Sprint: conducted wearing issued Tactical Ballistic Vest, and carrying a shotgun (or Halhigan Tool).

Member must start from the prone position and sprint 40 yards.

• *Member must complete exercise in 8.0 seconds or less.*

Phase 3

½ Mile Run / Obstacle Course:

Member must run ½ Mile and complete obstacles throughout run.

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- At the 1/4 Mark: run through a serpentine of six (6) cones spread out across the track.
- At the 1/2 Mark: drag a life size dummy ten (10) yards.
- At the 3/4 Mark: complete one up/down (push-up) exercise at each of (6) cones spread out ten (10) yards apart.
- Finish Line is at the 1/2 Mile Mark.
- Member must complete the course in 4 minutes and 30 seconds (4:30) or less.

2. Testing is validated and job task oriented. Some team-oriented tasks might include:

- a. Jumping over or across obstacles.
- b. Running
- c. Maintaining balance while traversing a narrow object or wall.
- d. Climbing fences, walls, multiple flights of stairs, ladders, fire-escapes, ropes etc. to gain an objective or tactical position
- e. Lifting and carrying heavy equipment such as ladders, breaching tools, ballistic shields etc. reasonable distances over rough terrain.
- f. Lifting or dragging people to safety across a reasonable distance in a reasonable time.

3. Once accepted to the U.C.E.R.T. all operational members, regardless of rank or position must maintain acceptable levels of physical fitness.

D. Firearms Proficiency

Rounds:	50
Target:	FBI "Q" Target
Possible Score:	50
Minimal Acceptable Score	46

Notes:

- There will be no Alibi Rounds, unless caused by weapon malfunction.
- The course will be conducted without use of barricades.

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Course of Fire:

3 Yard Line: 12 rounds fired in two phases:

Phase 1: 6 rounds, fired from Standing / Supported (strong hand) position, in 2 round increments (Double Taps) *with challenge drills

Phase 2: 6 rounds fired in 6 seconds, fired from Standing / Supported (strong hand) position

7 Yard Line: 18 rounds fired in two phases:

Phase 1: 6 rounds, fired from Standing / Supported (strong hand) position, in 2 round increments (Double Taps) *with challenge drills

Phase 2: 12 rounds in 25 seconds, with a mandatory reload
 • 6 rounds Standing / Unsupported strong hand (one hand)
 • Reload
 • 6 Rounds Standing / Unsupported support hand (one hand)

15 Yard Line: 12 rounds in 40 seconds, fired from Standing / Supported (strong hand) position, with mandatory reload

- 6 rounds
- Reload
- 6 rounds

25 Yard Line: 8 rounds in 40 seconds, fired from two (2) positions, with mandatory reload
 • 4 rounds Standing / Supported (strong hand)
 • Reload
 • 4 rounds Kneeling / Supported (strong hand)

Failure to meet the minimum acceptable standards will result in having the unit member placed in a temporary, non-deployable status for a six-month period.
 Failure to meet the minimum acceptable standard within the six-month period will result in the immediate removal of the member from the team. Being placed in a

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temporary, non-deployable status twice within a three-(3) year period will result in immediate removal from the team.

E. Drug Testing Policy

A. Before final acceptance to the U.C.E.R.T., applicants will be asked to volunteer for a drug-screening test, conducted at a site selected by the County. Failure to agree to the drug-screening test will prohibit the applicant from participating on the team.

B. Existing members of the U.C.E.R.T. will be asked to submit to a drug-screening test every two years or more frequently if any person reasonably suspects a team member of drug abuse. Failure to submit to the drug-screening test will result in the immediate disqualification of the member from the team.

F. Training Standards

1. The U.C.E.R.T. will undergo a minimum of 16 hours of training per month. Training will focus on appropriate subjects related to the mission of the team. All training will be performance oriented and U.C.E.R.T. task specific.

2. The Tactical Commander will maintain a current task manual that lists the standards of performance for each task, both individual and at the team level. Individual team members will re-certify annually on all requisite skills.

3. Failure to re-certify at either the individual or the team level will be deemed a failure to meet minimum standards.

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4. Remedial efforts will immediately begin with the affected member. During this remedial period, the member will be prohibited from performing regular team functions during activation. Failure to re-certify during the remedial period will result in having the member placed in a temporary non-deployable status. Failure to recertify after remedial training may result in removal from the U.C.E.R.T.

G. Training Records

The designated person so responsible within each participating agency will retain training and certification records of their respective U.C.E.R.T. members pertaining to any specialized and in-service training, in accordance with accreditation standards or department policy. The Tactical Commander will maintain relevant UCERT training records.

H. Other Conduct

Any U.C.E.R.T. member may be removed from the unit without cause, when deemed necessary for the overall good of the unit.

I. Equipment Standards

A. The Ulster County Sheriff's Office shall exhaust all means necessary to supply team members with at least the following special equipment:

1. Ballistic helmet
2. Safety goggles
3. Hearing protection
4. Ballistic entry vest, complete with Threat Level IV inserts if available.
5. Duty belt for tactical equipment.
6. Portable Radio Headset

B. Member Agencies will supply their members with the following equipment:
1. Special weapons as authorized

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2. Appropriate amount of ammunition for weapons training and qualification.
3. Portable radio with headset and required frequencies.

UCERT Team members will utilize appropriate utility type uniforms, of an approved color/pattern. Uniforms will utilize clearly visible and identifiable patches, or lettering that identifies the wearer of the uniform as a police officer. Suitable protective footwear bearing slip resistant soles, is required for all team members.

The Team Commander must approve all other items of personal wear and equipment.

J. Special Equipment and Weapons

Recognizing that the missions of the UCERT are performed in a hazardous environment, and recognizing that the safety of innocent citizens, officers, and suspects is often jeopardized by the hazardous conditions, it shall be the intent of the UCERT to utilize special equipment in an attempt to lessen the risk of injury or death to all involved during the performance of an UCERT operation.

UCERT Team members, to whom any item of equipment is issued, are responsible for the care and maintenance of the equipment. Failure to appropriately care for or maintain the equipment in full mission readiness will be grounds for removal from the team.

The UCERT Team Commander will insure that only those team members properly trained and certified in the use of the special equipment will utilize the equipment. The UCERT Team Commander will be responsible for establishing the certification standards and criteria for the team.

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VII. Scale of Priorities

There is a clear and easily understood priority list that can provide guidance when making tactical decisions. These priorities are:

- A. Hostages
- B. Non - involved innocent persons caught in the area
- C. Law Enforcement personnel
- D. Suspects or subjects
- E. Evidence
- F. Property

VIII. Use of Deadly Physical Force

A. Justification for the use of deadly physical force is defined in Article 35 of the Penal Law of the State of New York.

IX. Definitions

A. Active Shooter: Armed person(s) firing upon citizens or police whether stationary, or mobile.

B. Barricaded Situation: The standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands to surrender.

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1. **Barricaded Subjects:** Individuals who by their actions cause reasonable belief that they are about to cause serious physical injury or death to themselves or others or, emotionally disturbed persons intending to use the police to facilitate their suicide attempt.

C. **Hostage Situation:** The holding of any person(s) against their will by threat or the actual use of force.

D. **High Risk Warrant or Apprehension:** Warrant service, or the arrest or apprehension of subject(s), where the likelihood of armed encounter or resistance is high.

E. **Command Post:** The central repository for all operationally significant information pertaining to the incident.

F. **Tactical Operations Center:** Separate from the Command Post, the TOC is a centralized location for coordinating and disseminating all tactically significant information to support operations.

G. **Negotiator's Operations Center:** Separate from both the Command Post and Tactical Operations Center, the crisis negotiators must have an area where they can attempt to establish contact with the suspect(s) in support of the mission.

H. **Incident Commander:** A sworn member of a police or Sheriff's department, generally of command rank. This person has responsibility for overall command, control and management of police resources at the incident.

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I. Team Commander: The person in charge of the tactical response team. He reports directly to the Incident Commander.

J. Assistant Team Commander: The person responsible for supervising operations support personnel such as outer perimeter and traffic control.

K. Inner Perimeter: An area established around the immediate incident to contain and control it, prevent the escape of the suspect and preserve evidence.

L. Outer Perimeter: An area established to divert traffic, pedestrians and other unnecessary persons away from the scene of operations and possible line of fire.

X. ACTIVATION

A. A Supervisor from any law enforcement agency in Ulster County may request activation of the U.C.E.R.T. for critical incidents occurring within their jurisdictional boundaries. Calls for activation will be directed to the Ulster County Sheriff's Communication Center.

B. The Sheriff's communications officer will immediately contact the Sheriff, Ulster Sheriff or Captain of Police Services advise him of the request and provide him with as much information as possible concerning the situation.

Note: Only the Sheriff may authorize activation of this multi-jurisdictional team. In his absence, the Ulster Sheriff or Captain of Police Services may make the determinations concerning activation.

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- C. The Sheriff, Undersheriff or Captain of Police Services will assess the situation and if necessary, contact an on-scene supervisor or the U.C.E.R.T. Commander in an effort to obtain additional information. All available information will be conferred upon prior to activation of the U.C.E.R.T.
- D. UPON RECEIPT OF A REQUEST FOR TEAM ACTIVATION UNDER EXIGENT CIRCUMSTANCES:

- ❖ Step one. Obtain as much information as possible from the caller.
 - ❖ Step two. Inform the shift supervisor of the request and direct him to the scene.
 - ❖ Step three. Contact the Sheriff for authorization to activate the County Response Team. If the Sheriff is unavailable, either the Undersheriff or Captain may authorize team activation.
- Only upon receipt of authorization proceed

- ❖ Step four. Activate the UCERT via the CAD paging system. Use "**SO ERTSWAT UCS ONLY**".
 - ❖ Step five. Fill out the UCERT Response Sheet to document responses.
- Unless directed otherwise, continue with calls to:

1. The New York State Police to advise of U.C.E.R.T. activation and possible support from the Mobile Response Team in support of the County Team.
2. The local FBI Office for Crisis Negotiator support, if available.

RECORD ALL NOTIFICATIONS AND TIMES IN THE COMPUTER ENTRY.

- E. U.C.E.R.T. activations take precedence over all other assignments. Immediate response by team members is required.
- F. Upon activation, U.C.E.R.T. members fall under the immediate command of the U.C.E.R.T. Commander and remain so until deactivated by said Commander.
- I. Prior to deactivation, personnel, equipment and ammunition will be accounted for. Any damaged or missing equipment will be reported as well as any injuries to team members.

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2. An incident debriefing will be conducted prior to members being released from duty by the team commander or his designee.
- G. Pre-planning and execution of warrants or other operations having special requirements or safety considerations may be requested by contacting the Sheriff's Office or the U.C.E.R.T. Commander.

XI. HOSTAGE or BARRICADED SUBJECT INCIDENTS

A. PURPOSE

It is the purpose of this policy to provide general guidelines for handling hostage/barricaded subject situations with maximum safety to all persons concerned.

B. POLICY

In hostage/barricaded subject situations it shall be the policy of the U.C.E.R.T. to consider the lives of the hostages, civilians and officers involved to be of the utmost importance; whenever possible, to enhance the prospects of peacefully resolving the incident through communication with the suspect; whenever possible, to develop and maintain the ability to use alternative approaches to resolve the incident should communications fail; and in hostage situations, to make every reasonable effort to effect the safe release of the hostages.

C. PROCEDURES

UCERT TEAM COMMANDER

The Commander of the Ulster County Emergency Response Team shall:

1. Assist the Incident Commander in assessing the situation and formulate alternatives should communications with the subject fail to resolve the incident.

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2. Ensure that tactical planning is formulated in mutual coordination with the Incident Commander and the Crisis Negotiation Unit.

3. Determine equipment needs and assign personnel to control and contain the inner perimeter.

4. Designate counter sniper/observer teams and entry teams as necessary.

5. Ensure that personnel manning the inner perimeter maintain firearms discipline and are provided with periodic relief.

6. Prepare appropriate logistical plans to include diagrams of the location in question.

7. Ensure the establishment of a tactical operations center if necessary.

8. Maintain contact with and keep the command post informed of all developments and operations.

COMMANDER OF THE CRISIS NEGOTIATION UNIT

The Commander of the Crisis Negotiation Unit shall:

1. Provide any requested assistance to the Incident Commander.

2. Provide any requested assistance to the UCERT Team Commander.

3. Ensure Crisis Negotiation Unit is operating in mutual cooperation with the Incident Commander and the UCERT Team Commander.

4. Provide trained primary and secondary negotiators as necessary to conduct the negotiation/communication process.

5. Obtain all pertinent information about the hostage take, the hostages, hostage site and other barricaded subjects. Brief the Incident Commander and UCERT Team Commander as necessary concerning intelligence gathered during the ongoing negotiation/communication process.

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6. Designate a location to interview witnesses, released hostages and others. Debrief hostages following the incident.

XII. HIGH RISK POLICE TACTICS

The use of these tactics will be regulated to ensure that proper procedures are followed and reduce the likelihood of injury.

A. The use of high-risk police tactics will be done with regard for the safety of all persons involved in the situation, considering the potential for injury to the involved persons should the tactics not be employed. They should be used when they will likely assist in resolving a potentially dangerous police situation, with a reduced potential of death or serious physical injury for those involved. These decisions will also be made based on the department recognized Scale of Priorities of those involved.

B. The decision to deploy such tactics and a later determination of "correctness" will be based only on the information known prior to the operation.

XIII. DEPLOYMENT OF NFDD AND CHEMICAL MUNITIONS

A. DEFINITIONS

1. High Risk Police Tactics (HRPT): Tactics which, by their nature, have an increased potential for injury when compared to conventional police tactics.
2. Noise/Flash Diversion Device (NFDD) : Devices designed to produce a loud report and bright flash. Also referred to as a distraction device.
3. Chemical Munitions: Chemical agents, (CS/OC) used or deployed in furtherance of an operational objective.

B. TRAINING

HRPT require the completion of training prior to their use. Specifically, no UCERT Team member shall use the following high-risk police tactics without prior training.

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1. NFPD – UCERT Team end user-training program. The training programs will include the recommended classroom and live fire exercises included in the National Tactical Officers Association or manufacturers instructor/trainer programs.

2. Chemical Munitions – UCERT Team end user-training program. The training programs will include the approved classroom and practical exercises included in the National Tactical Officers Association or manufacturer's instructor/trainer programs.

C. AUTHORIZATION

1. The use of high-risk-police tactics shall commence only upon the order of the UCERT Team Commander, Assistant Commander, or higher authority within the department.

2. The administration of chemical munitions other than OC shall require the authorization of the Incident Commander or other superior officer on the scene. Such authorization shall be recorded for reporting and evaluation purposes.

D. DEPLOYMENT OF HIGH-RISK TACTICS

1. SPECIAL DEPLOYMENT CONSIDERATIONS

- a. NFPD – The use of NFPD shall be limited to areas that have been visually inspected prior to deployment. The only exception to this is an operation in which the risk of inspection clearly outweighs the potential danger of "blind deployment". The authority for such a deployment requires prior Team Commander approval, outside of emergency circumstances.
- b. The UCERT Team Commander, Team Leader, and members will consider the following prior to deploying a NFPD:
 - i. Flammable materials at or near point of deployment.
 - ii. Locations of persons, especially children or elderly,
 - iii. Other conditions which create an obvious safety hazard.

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c. Upon determining that a NFD will be used, the team member will consider the issues noted above, up to and including the time of actual deployment. The tactical briefing will include an avenue for the grenadier to deploy the devices to a safe area, should the chosen location be determined unsafe, during the operation, ("coming out" location).

XIV. OPERATION GUIDELINES FOR LESS-LETHAL AND
EXTENDED RANGE IMPACT DEVICES

A. GUIDELINE

This policy addresses the training and use of extended range less-lethal weapons and projectiles. The Ulster County Emergency Response Team recognizes that combat, non-combat, armed and/or violent subjects cause handling and control problems that require special training and equipment. Thus, the Ulster County Emergency Response Team has adopted the less-lethal force philosophy to assist with the de-escalation of these potentially violent confrontations.

B. DEFINITIONS

Less-Lethal Force Philosophy – A concept of planning and force application, which meets operational objectives, with less potential for causing death or serious physical injury than conventional police tactics.

Kinetic Energy Impact Projectiles – Flexible or non-flexible projectiles, which are intended to incapacitate a subject with a minimal potential for causing death or serious physical injury, when compared to conventional projectiles.

Safety Priorities; The U.C.E.R.T. safety priorities are established as follows:

- Hostages
- Involved non-subject civilians
- Police Officers
- Subjects

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Subject: The person(s) who is the focus of the police operation

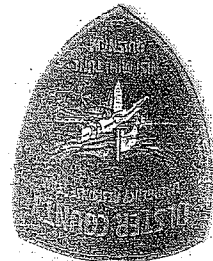
I. TECHNICAL ASPECTS - KINETIC ENERGY IMPACT PROJECTILES

1. Flexible Baton - 12-gauge
 - a. The authorized 12 gauge less-lethal rounds are manufactured by Combined Tactical Systems. These rounds are referred to as the "CTS Super Sock"
 - b. The CTS Super Sock is a standard 12 gauge plastic cartridge containing a 40 gram shot filled flexible sock
 - c. The CTS Super Sock exits the barrel at approximately 280 feet per second and delivers approximately 120 ft/lbs of kinetic energy.

A. EVALUATION OF PROJECTILES

1. Kinetic energy impact projectiles will be evaluated on the following criteria:
 - Accuracy
 - Effectiveness
 - Potential for causing death or serious physical injury
2. Accuracy
 - a. This is the primary consideration, since proper shot placement greatly assists in controlling the other two evaluation criteria. Effectiveness and Potential for causing death or SPI
 - b. This will be evaluated based on the anticipated ranges of deployment.
 - c. A minimal standard of accuracy for such rounds is:
 - i. 12-inch group at 15 yards for the 12-gauge shotgun.
 - ii. This standard is achieved from a secure rest.
3. Effectiveness

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- a. This is the potential of the round to cause incapacitation and reduce the subject's ability to continue their inappropriate behavior.
 - b. The level of energy necessary to cause incapacitation creates the potential for injury, but when properly deployed, with a low probability for causing serious physical injury or death.
4. Potential for Causing Death or Serious Physical Injury

- a. The potential for causing death or serious physical injury with such projectiles is a reality. This potential is greatly reduced when impacts to the head and neck are avoided. When appropriate, medical examination is provided in cases where the subject is struck in an area that might conceal a closed injury, including such areas as the chest, back, thoracic and abdominal cavities and the groin.
- b. When engaging a target, the officer should evaluate the effectiveness of each round during the volley. Compliance and/or incapacitation are the desired goal, and alternative target areas/response should be considered when rounds are not effective. Alternative target area/response considerations will be based on the circumstances the officer is encountering and the established department safety priorities.

B. DEPLOYMENT AREAS

1. The less-lethal projectiles will be delivered to suspect target areas based on the circumstances, the established safety priorities, and the level of force authorized.
2. The Monadnock training chart is the recognized department model for determining contact areas for kinetic energy impact weapons, based on potential for injury.
 - a. Green Areas - These areas will be considered when incapacitation is necessary and a minimal potential for injury is the appropriate response.
 - b. Yellow / Red Areas - These areas will be considered when an escalation of force above green areas is necessary and

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appropriate, acknowledging and increase in the potential for death or serious physical injury.

c. Head/Neck – Intentional impacts to these areas will be avoided unless the use of deadly force is justified, necessary and appropriate.

C. FORCE CONTINUUM

1. The use of kinetic energy impact projectiles is considered self defense when deployed to areas of the suspect's body that are considered unlikely to cause death or serious injury.
2. The use of kinetic energy impact projectiles is considered deadly force, if intentionally deployed at the head or neck.

D. DEPLOYMENT TECHNIQUES - 12-GUAGE

1. The dedicated 12-gauge less-lethal shotgun will be carried with less ammunition only.

2. The less lethal shotgun will be clearly marked on the butt stock and fore grip with orange color.
3. UCERT members will visually and physically inspect the chamber and magazine each time the weapon comes under their control and/or at time the weapon was out of their direct control to ensure the total absence of lethal ammunition.
4. The UCERT officer will have lethal cover at all times.

E. HANDLING OF INJURED

1. Suspects who are struck by a less-lethal round shall be transported to a medical facility for examination as needed and when required.

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F. INVESTIGATION

1. A written report is required in any situation involving the firing of a less-lethal round at a suspect and will be made part of the after action report.

2. The depth of the investigation will be decided by the Chief of Police, Incident Commander, or the commanding officer of UCERT, and will be based on the extent of the suspect's injuries.

3. The operational use of a kinetic energy impact projectile will be documented in the same manner as other levels of force.

G. TRAINING

Training in the use of extended-range kinetic energy impact projectiles will consist of the approved department end-user program and annual recertification per UCERT Team lesson plans.

II. PEPPERBALL - PURPOSE

PepperBall projectiles are another alternative in the use of force continuum that may be used in circumstances to de-escalate a potentially dangerous situation with a reduced potential for death or serious physical injury to all persons involved. PepperBall projectiles are described as "nonlethal."

A. POLICY

This policy provides personnel, trained in using PepperBall projectiles, with direction as to use, deployment, storage, and suspect care. Personnel trained in the use of PepperBall projectiles are authorized to employ PepperBall projectiles in accordance with the provisions of this policy and the department's overall policy on use of force.

B. DEFINITION

PepperBall projectiles are "marble size" plastic "frangible" spheres that weigh 2 grams and are filled with 1/2 grams of powdered Oleoresin Capsicum (cayenne

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pepper), water, dye marking or inert powder. The projectiles, when delivered by an air powered launching device, are designed to fracture into multiple pieces (referred to as being "fragible") on impact with a subject or surface and release the contents. The plastic projectiles also deliver a low degree of kinetic energy.

C. USE.

PepperBall projectiles are department issued items, and are to be used only by trained department personnel.

1. The use of PepperBall projectiles are considered to be a force level of "physical to serious physical control" when deployed to areas of the suspect's body that are considered unlikely to cause death or serious physical injury.

2. Members may use PepperBall projectiles at the same level of force where other impact weapons are justified, as well as for area saturation or in situations where OC restraints are appropriate for use on aggressive individuals, or animals.

3. The use of PepperBall projectiles or Less Lethal Munitions are not mandatory when the developing situation, per the force continuum, does not allow the necessary circumstances or time for the department member(s) to transition to the deployment of nonlethal or less lethal munitions.

4. Lethal cover will always be used when the situation requires the need to use the PepperBall system.

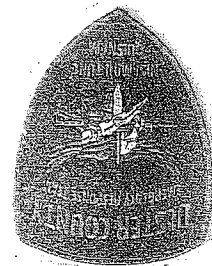
D. DEPLOYMENT

1. PepperBall projectiles will only be fired from the designated .68 caliber High Pressure Air (HPA) launching delivery system, which resembles a "paint ball gun." No other ammunition or paint balls will be carried or used in this system. PepperBall, water, dye marking or inert powder projectiles may be intermixed.

2. Manufacturer's "glass shattering" round may be deployed in particular situations to break glass.

3. The number of PepperBall projectiles shall be restricted to that amount the U.C.E.R.T. member reasonably believes necessary to de-escalate the

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situation. Where possible, department members should issue a verbal warning regarding their intent to deploy PepperBall projectiles.

4. U.C.E.R.T. members who deploy PepperBall will report said use in their after action report.

E. DEPLOYMENT AREAS

1. The less-lethal projectiles will be delivered to suspect target areas based on the circumstances, the established safety priorities, and the level of force authorized.
2. The Monadnock training chart is the recognized department model for determining contact areas for kinetic energy impact weapons, based on potential for injury.

- a. Green Areas – These areas will be considered when incapacitation is necessary and a minimal potential for injury is the appropriate response.
- b. Yellow / Red Areas – These areas will be considered when an escalation of force above green areas is necessary and appropriate, acknowledging and increase in the potential for death or serious physical injury.
- c. Head/Neck – Intentional impacts to these areas will be avoided unless the use of deadly force is justified, necessary and appropriate.

F. STORAGE

PepperBall projectiles will be carried in designated carrying cases, speed pods, or launcher hoppers. When taken into the field, the launchers will be stored in the soft or hard case.

G. HANDLING OF INJURED

Suspects who are struck by a less-lethal round shall be transported to a medical facility for examination as needed and when required.

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III. TASER USE

To establish a policy for the use of Electronic Incapacitation Devices by members of U.C.E.R.T.

A. INTRODUCTION

The U.C.E.R.T. recognizes that combative, non-compliant, armed and/or violent subjects present handling and control issues that require specialized training and equipment. The issues presented by non-compliant persons presents a clear and present danger not only to the safety and well being of the officers who encounter them, but also the general public and the suspect involved. The use and deployment of Electronic Incapacitation Devices provide officers with a less than lethal tool in the handling of non-compliant persons that reduces the risk of injury to the suspect, civilians and the police officer.

The Advanced Taser X26 provides a force option in which officers do not have to get dangerously close to a threat before deploying the device. The Advanced Taser X26 may greatly reduce the need for other types of physical force by the officer which could potentially result in serious physical injury or death to the offender, officers or civilians.

B. PROCEDURE

The only authorized Electronic Incapacitation Device authorized for use by the U.C.E.R.T. is the Advanced Taser X26. Members will only use Advanced Tasers that are maintained and issued by their respective departments.

I. Qualification and Certification of Sworn Personnel

- a. Only sworn personnel may be trained in the use and deployment of the Advanced Taser X26. Training will be in compliance with the guidelines set forth by Taser International and with applicable New York State Law.
- b. Only members that have successfully completed the established course of instruction shall be authorized to carry the X26 Advanced Taser.

Nothing in this policy shall be construed to prevent or prohibit a member who has not completed the training from taking custody of the Advanced

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Taser for the purpose of securing it, or from utilizing the device in an extreme emergency when the authorized carrying member has been incapacitated.

2. Progressive Use of Force Statement - Use of Force Continuum

a. The deployment of the Advanced Taser X26 Electronic Incapacitation Device will be in compliance with Article 35 of the New York State Penal Law governing the use of force.

b. The deployment of the Advanced Taser X26 is a use of force option that can be progressively used and may, if necessary be deployed when verbal direction has been met with non-compliance. Use of the Taser is the equivalent to that of Oleoresin Capsicum Deployment in the progressive use of force authorized by the U.C.E.R.T. and may be deployed, if necessary, when verbal direction has been met with non-compliance.

c. The decision to deploy the Advanced Taser X26 will not prohibit personnel from additionally utilizing other force options if such use is reasonable, necessary and justified up to and including deadly physical force.

3. Use and deployment of the Advanced Taser X26

a. The decision to deploy the Advanced Taser X26 option must be based upon the actions of a subject, threat to the safety of an officer or civilian, or the totality of the circumstances surrounding the incident encountered. Once a decision for deployment is made, the device will be used in a manner consistent with training and department policy.

b. When possible, warning of the imminent use of the Advanced Taser should be given to a subject prior to deployment. Such warning is not required in situations where such a warning may unreasonably endanger officers, civilians or suspects.

c. When possible, before deployment of the Advanced Taser X26, every effort should be made to inform other officers in the immediate area that the Taser will be deployed.

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4. Cautions for Deployment of the Advanced Taser X26
- a. The Advanced Taser X26 should not be deployed under the following circumstances:
 - i. After excessive OC spray has been applied to the target.
 - ii. When there is danger of fire or explosion or in environments where flammables are obviously present.
 - iii. When the subject of deployment is a child, elderly person or known pregnant female.
 - b. The Advanced Taser X26 is not a substitute for a firearm in situations having the potential for the justified use of deadly physical force. If necessary and appropriate, a deadly force option should be present at all scenes prior to the Taser being deployed to provide cover to the deployment officer in the event it malfunctions, is ineffective or is unable to be utilized, or deadly physical force becomes necessary.
5. Procedure after Deployment
- a. Following deployment, when the subject has complied or has been restrained, use of the Advanced Taser X26 will be discontinued, unless the subjects actions require further action or restraint.
 - b. Immediate action should be taken for the injured, apprehend any additional suspects and protect the scene.
 - c. Members shall remove probes that are embedded in the skin of a subject, unless doing so would cause harm or injury to the subject, such as a probe embedded in the eye. In cases where the probe is embedded in an area where the removal could cause further injury to the subject, the removal should be done only by qualified medical personnel.
 - d. A supervisor, if not on scene, will be notified immediately.
 - e. The subject of the deployment will be transported to a local hospital for evaluation under the following circumstances:
 - i. The subjects medical condition clearly dictates transport for treatment or evaluation by a physician.

- a. Following deployment, when the subject has complied or has been restrained, use of the Advanced Taser X26 will be discontinued, unless the subjects actions require further action or restraint.
- b. Immediate action should be taken for the injured, apprehend any additional suspects and protect the scene.
- c. Members shall remove probes that are embedded in the skin of a subject, unless doing so would cause harm or injury to the subject, such as a probe embedded in the eye. In cases where the probe is embedded in an area where the removal could cause further injury to the subject, the removal should be done only by qualified medical personnel.
- d. A supervisor, if not on scene, will be notified immediately.
- e. The subject of the deployment will be transported to a local hospital for evaluation under the following circumstances:
 - i. The subjects medical condition clearly dictates transport for treatment or evaluation by a physician.

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- ii. The subject has a medical history that requires or necessitates transport for treatment or evaluation by a physician.
- iii. The subject requests transport to a hospital.
- iv. If any portion of the probes have broken off under the subject's skin.
- v. The subject is a woman who is or believes she is pregnant.
- vi. The subject is a child or elderly person.
- f. When a qualified officer uses the Advanced Taser X26 in the "Drive Stun" mode only, and no darts have been fired penetrating the skin, it is not necessary for the subject to be transported to the hospital for medical treatment or evaluation unless necessary or if the subject of the deployment requests medical attention.

C. REPORTING PROCEDURE

The use and deployment of the Advanced Taser X26 will be documented and investigated fully by a supervisor.

I. Deployment Officer

- a. A supervisor will be immediately notified after the deployment of the Advanced Taser X26.

- b. When an officer has deployed the Advanced Taser X26 upon a subject, a case will be generated in Aegis outlining the incident and the events leading up to the deployment of the Taser and a use of force form will be completed. The entry and use of force form will be completed and turned in as part of the after action report. The reporting member will report in narrative form, the details of the incident and the events leading to the deployment of the Taser.

2. Evidence

- a. Photographs will be secured of the probe impact sites as well as any other related injuries.

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- b. Members will attempt to locate and collect a sample of any microdots dispersed at the time of the cartridge firing. These microdots should be collected, sealed and logged as evidence.
- c. Probes will be secured and logged as evidence. These items will be handled as a biohazard and universal precautions will be taken in handling all probes removed from the skin of a subject.
- d. Spent cartridges and all their parts will be secured and logged as evidence.

3. Advanced Taser X26 Documentation

- a. Following any deployment of the Advanced Taser X26, a supervising officer, designated officer or a certified Taser instructor will conduct a data download of the device, using the appropriate software and submit the printed report which will be added to the after action report.
- b. A yearly download of information from the device will be conducted by a designated officer. A report will be generated documenting all activity and use for the device for a given year and maintained as a departmental record

XV. TRAINING OUTLINE

This document is a listing of current training tasks performed by the Ulster County Emergency Response Team. The training tasks listed herein are UCERT specific on the Team and individual levels.

The listed training tasks will be conducted at least once a year, during the course of the year. The team as a whole and the individual members will be required to meet the minimum standards listed for each task. Failure to meet minimum standards will result in immediate focus on remedial training of basic skills as outlined in section VI of the UCERT POLICY & PROCEDURES.

This document will be reviewed on a continual basis and updated as needed to stay abreast of current tactical training and operational methods.

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A. TEAM SKILLS:

1. **Tactical Movement:** Demonstrated ability to move, quickly from cover to cover, to, from, on or in a target location using move and cover tactics to reduce the possibility of team member being brought under effective fire, while having the ability to effectively bring fire upon anyone engaging the team.
2. **Dynamic Clearing:** Demonstrated ability to rapidly enter a room or building and take control of those inside by surprise or fire, while minimizing the danger to innocents or team members.
3. **Tactical Clearing:** Demonstrated ability to quietly enter a building or room and slowly and methodically search/clear the area, while minimizing the danger to the team and with ability to rapidly engage any threats encountered.
4. **Compound Clearing:** Demonstrated ability in using tactical or dynamic means to enter and clear the open or vegetated grounds of a large property or compound and any and all building contained therein, while minimizing danger to the team members.
5. **Team Member Rescue:** Demonstrated ability to rescue a wounded team member while under fire, using coordinated fire and movement techniques and extract the wounded member to an area where medical assistance can be safely rendered.
6. **Vehicle Assault:** Demonstrated ability to use existing tactics and techniques to effectively stop and rapidly take control of the occupants by surprise or fire, while minimizing the danger to innocents or team members.
7. **Target Reconnoiter:** Demonstrated ability of team members to study, diagram and identify by side/level and opening, the target. Locate ingress/egress routes to and off target, available cover and danger areas.
8. **Innocent's Evacuation:** Demonstrated ability to safely and effectively evacuate innocents from a target area, while minimizing the danger to them and the team.

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9. Immediate Action Team Deployment: Demonstrated ability of team members to deploy rapidly in small numbers to any incident which demands immediate action (such as innocents under fire), and take effective action to end the threat, while minimizing as much as possible additional danger to innocents and the team members.

B. INDIVIDUAL SKILLS

1. Weapons Proficiency: Demonstrated ability to maintain a minimum proficiency level on all weapons qualification courses, with primary and secondary weapons.

2. Close Quarters Battle: Demonstrated ability to rapidly and effectively engage in close range/tight quarters firefight, while minimizing the danger to innocents and the team.

3. Fire and Movement: Demonstrated ability to rapidly and effectively engage multiple and single targets during movement, while minimizing the danger to innocents or the team.

4. Gas Mask Use and Engagement: Demonstrated ability to effectively use, maintain and engage targets in a live gas environment, while minimizing the danger to innocents or the team.

5. Hand Deployed Gas, Smoke and Distraction Munitions: Demonstrated ability to safely and effectively deploy hand thrown gas, smoke, or distraction devices (for those assigned these device) with the intention of minimizing any danger to innocents or team members.

6. Weapon Transition: Demonstrated ability to rapidly and effectively transition from primary weapon to sidearm, when the primary weapon malfunctions or becomes disabled, and deliver effective fire with the sidearm after making the transition, while minimizing the danger to innocents or the team.

7. Night or Low Light Engagement: Demonstrated ability to effectively engage targets during night or low light operations, while minimizing the danger to innocents or the team.

8. Moving Targets: Demonstrated ability to rapidly and effectively engage moving targets, while minimizing the danger to innocents and the team.

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9. **Door/Window Breaching:** Demonstrated ability to rapidly and effectively use mechanical or ballistic methods (for those assigned these duties) for making forced entry into building or structures, while minimizing the danger to innocents or team members.

10. **Weapon Retention:** Demonstrated ability to make a rapid and concerted attempt to retain the primary or secondary weapon, before lethal force is applied, when an attempt is made by a subject to disarm a team member.

11. **Sniper Proficiency:** Demonstrated ability (by those assigned as snipers) to deliver precise and effective fire from moderate to long range positions, under various light and atmospheric conditions, in an open air or light barricade situations, while minimizing the danger to innocents and team members.

12. **Standoff Munitions Deployment:** Demonstrated ability (by those assigned this duty) to effectively place in or around the target location, gas, smoke, or distraction devices, while minimizing the danger to innocents or the team. -

XVI. FIREARMS, TACTICS & TRAINING STANDARDS

STATEMENT OF PURPOSE AND GOALS

The primary purpose of this section is to emphasize in writing the need for the development and adoption of fundamentally sound, practical and realistic training for UCERT Team personnel. All training will be conducted to acquire and maintain the skills necessary to successfully conduct operations. These skills create the basis for training.

A. First, there is a need to improve firearms skills and related tactics of police officers involved in UCERT Team operations. Police officers must be prepared to deal with aggressive action on the part of persons engaged in criminal behavior, particularly the use of physical and deadly physical force.

Second, there is a continuous need to impact positively on UCERT Team morale and to build confidence through training.

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Third, there is a need to increase police awareness of the dangers encountered in UCERT Team assignments.

Fourth, there is a need to improve through training the UCERT Team's ability to control the arrest process and thereby reduce the need for deadly physical force.

B. These key elements, skill, good tactics, morale risk awareness, and the ability to control the situation must be present in the UCERT Team firearms and tactics training program.

C. The UCERT Team firearms and tactics training program must, therefore, be well defined, properly staffed, well equipped and thoroughly supervised. All training completed by the UCERT Team must be documented in writing.

1. TRAINING PROGRAM PREPARATION

- a. The UCERT firearms and tactics training program will be staffed with certified training instructors. As required, designated members of the UCERT will be certified as firearms instructors, defensive tactic instructors, as well as certified instructors with chemical agents, noise/flash diversion devices, less lethal weapons, portable ballistic shields and other specialized topics as necessary.
- b. The program must of necessity maintain training integrity. All team members must satisfy established training standards.

2. STANDARDIZATION OF UCERT EQUIPMENT

- a. All UCERT members will be issued standard equipment and will participate in training exercises as required using this equipment.
- b. All firearms and related equipment will be maintained at factory specifications and are to be checked by team firearms instructors annually for operational readiness.

3. PHYSICAL ENDURANCE AND TRAINING

- a. UCERT duties can be demanding mentally and physically.
- b. The UCERT members must be physically fit and maintain an acceptable level of physical strength and flexibility.



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4. FIREARMS TRAINING - UCERT

- a. Classroom lecture on department policies concerning use of force and Article 35, New York State Penal Law.

- b. Classroom lecture on safe handling of UCERT firearms. This includes range safety.

- c. Lecture on bullet performance. Types of ammunition used in UCERT operations and reasons for these selections.

- d. Lecture of weapon maintenance and nomenclature. The functions of all parts, particularly safety options discussed.

- e. Lecture concerning fundamentals of good shooting. Grip, stance, sight alignment/picture, trigger control discussed.

- f. Completion of UCERT qualification program with all issued weapons as outlined in adopted lesson plan.

- g. Lecture and annual training in the deployment of less lethal weapons, division devices, chemical agents, and gas masks, less lethal munitions and portable ballistic shields.

5. ADVANCED UCERT TRAINING

- a. The advance phases of UCERT training will include the more complex skills of tactical decision making. These skills will be tested under physical exertion, increased stress levels, night and poor light conditions as well as in adverse weather. Topics of training include by are not limited to:

- Hostage rescue techniques
- Dynamic entry
- Covert entry
- Marksmanship
- Immediate action drills
- Defensive tactics
- Integrated use of force scenarios
- Less lethal munitions (chemical, diversion, stun)

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Special equipment

- i. A series of live fire exercises, which require decision-making by the UCBRT officer. The purpose of this training is to improve the ability of the UCBRT officer to deal effectively with stress shooting situations that are designed to teach good tactics and proper response.
- ii. Specific Tactics:
 - Opponent identification
 - Opponent location
 - Type of threat opponent presents
 - Engaging opponents from position of cover
 - Team work concepts to control situations
 - Coordination of tactics and fire power without sacrificing safety
 - Developing speed and accuracy while at the same time improving the ability to employ the appropriate level of force to different threat levels

- iii. Training designed to teach deployment of noise/flash distraction devices, chemical agents, and less lethal munitions against opponents in various scenarios.
- ii. Limitation of less lethal options.
- iii. Use of gas masks in tactical situations.

- i. Training designed to teach opponent controls by the use of physical force.
 - ii. Proper use of handcuffs.
- d. Less Lethal Munitions Option

- i. Training designed to teach opponent controls by the use of physical force.
 - ii. Proper use of handcuffs.
- c. Defensive Tactics
- i. Training scheduled during day, reduced light and nighttime hours.
 - ii. Training conducted during all weather seasons.

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- e. First Aid
- i. Proper first aid techniques for injuries that can be expected in UCERT operations.
 - ii. Use of community resources.
 - iii. Extraction of the injured from the situation, including officer down rescue drills.
- f. UCERT Coordination

- i. Within department policy and procedure
- ii. Joint operations
- iii. Coordination with department negotiators and incident commander.
- iv. Chain of command during UCERT operations.

6. TACTICS

- a. Range Discipline – All tactical training courses must be closely supervised. This is due to the inherent dangers of close quarters training and tactics.
- b. Confidence Building – UCERT officers must be provided with an appropriate level of freedom of movement and choice of cover and tactics in order to develop a disciplined mental attitude. Introduction of well controlled but loosely structured advance training scenarios dealing with entry techniques, room clearing, building searches, stairs, hallways, open areas etc. will cause the UCERT officer to make his/her own decisions and be able to justify same.

XVII. FIREARMS FAMILIARIZATION PROGRAM

Instruction will include familiarization with, and discussion of, the nomenclature for all service firearms, which the officer will carry on UCERT assignments. Use of firearms and standard safety precautions will be emphasized.

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Loading and unloading, sighting, proper grip, trigger control and effective range of the respective firearms will be covered prior to firing. The service pistol which the officer is authorized to carry on duty will be fired for UCERT qualification. The qualifying courses of fire will include the course adopted by the UCERT. The courses will consist of firing from various positions and distances. Time limits will also be incorporated to stress the officer.

A. UCERT TRAINING OBJECTIVES

The training objectives are designated as "core" objectives. Core objectives are those mandatory for all UCERT officers.

Upon completion of this module of instruction, the UCERT officer will be able to:

1. Identify proper firearms safety procedures.
2. Identify proper safety and storage of firearms.
3. Identify proper and safe procedures to clean and inspect firearms
4. Demonstrate ability to safely and efficiently remove and replace a weapon from its carrying system.
5. Demonstrate proper and safe procedures for loading and unloading all UCERT firearms.
6. Demonstrate proper grip, stance and trigger control for shooting.
7. Demonstrate proper tactical performance skills for firing a service handgun from a position of instructor's choice and from a close-range position.
8. Shoot the qualifying courses of fire with duty ammunition on a pass/fail basis.
9. Demonstrate proper procedures when discharging a firearm during low-light and nighttime conditions.
10. Identify those factors relevant to the selection of a handgun or shoulder arm by considering type of incident and geographical location when options are available.

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11. Identify the use of verbal commands, when appropriate, to order and or warn person(s) that deadly physical force may be used against them.
12. Demonstrate proper procedures for approaching and controlling a potential assailant in close quarters (3 feet – 10 feet).
13. Identify the need to consider whether bystanders will be endangered before discharging firearms.
14. Identify the advantage of using protective cover when discharging a firearm at a person.
15. Demonstrate proper use of a shoulder arm, semi-automatic or full automatic.

16. In accordance with departmental policy, recognize those factors to be considered appropriate to draw a shoulder arm.
17. Recognize circumstance to be considered when discharging a shoulder arm at a person.
18. Recognize circumstance to be considered when not to discharge a firearm at a person.
19. Recognize circumstances to be considered when non-lethal force should be used against another person in a tactical operation.

B. GENERAL RULES FOR THE RANGE

1. Arrive at the range in an orderly fashion
2. No firearms other than those authorized by the UCERT Team Leader will be fired on the range.
3. NO INTOXICANTS ON THE RANGE AT ANY TIME.

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4. Team members will police the range and the rest area at the end of each day.

5. Team members are not to leave the range or rest area without permission of the range officer.

6. All other department rules and regulations will apply at the range.

C. DUTIES OF UCERT MEMBER

UCERT members will:

1. Follow all special safety rules established for the safe and orderly operation of the range.

2. Post targets and target backers as directed.

3. Score targets accurately and in a timely fashion.

4. Police the range at the end of each day and as needed during the day.

5. Follow all commands from the Range Supervisor, or instructors as these commands relate to the safe and orderly operation of the range.

6. Immediately report any injury to the UCERT Team Leader.

7. Immediately report any damage to the range facility to the UCERT Team Leader.

D. SCORING COURSES OF FIRE

1. Each course will be based on a pass/fail basis.

2. Each course of fire for the sniper will be scored on a pass/fail basis.

3. The type of target used will determine the point value of each hit on the target.



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4. Any UCERT member demonstrating the need for individual assistance will receive same.

E. REQUIRED EQUIPMENT

1. Duty issued handgun (pistol) and spare magazines.

2. UCERT holster

3. UCERT belt

4. Three magazines

5. Magazine carry pouch

6. Foul weather clothing

7. All required ammunition

8. Hearing protection

9. Eye protection

10. All issued UCERT equipment needed for the training day

XVIII. SNIPER/OBSERVER DUTIES AND FUNCTIONS

A. DEFINITION

The military definition of a sniper is: "an individual highly trained in field craft and marksmanship who delivers long range precision fire at selected targets from concealed positions." Although accurate for the military sniping mission, this definition is too broad in scope for the concept of snipers in law enforcement.

By virtue of training, position, and optical equipment, the sniper has the best vantage, point and ability to observe and report activities and information about subjects, hostages, and the locations in which they are situated. This intelligence has unique value to all facets of crisis



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management in law enforcement, including entry planning, negotiations, and decision making.

Accordingly, the mission of the sniper in law enforcement is more specific and detailed. The sniper must account for the need to operate in a friendly civilian environment in which collateral damage is not allowed. The sniper must account for the responsibility to act in a manner that does not unnecessarily endanger the lives of hostages or bystanders. The sniper must account for the need to operate within the law and have those operations subsequently reviewed in court. The law enforcement sniper is an individual highly trained in marksmanship, field skills, and observation who delivers precision fire on positively identified targets. Further, the law enforcement sniper must be absolutely sure of the identity of any target to be engaged and be in accordance with the Use of Force as specified in Article 35 of the New York State Penal Law.

The requirement for absolute identification is the single limiting factor that governs the range at which the law enforcement sniper can reasonably be required to engage a target.

B. CONCEPT AND UTILIZATION

The immediate deployment on the Observer/ Sniper Team is twofold in importance. First and foremost, from their positions and with the optical equipment available to them, they can collect and relay vital intelligence about the situation. The primary intelligence objectives are to identify all the players in the crisis situation; to identify any and all weapons and explosives; to develop group and individual profiles including patterns, locations, and tendencies; and to analyze the crisis point.

1. Examples of Specific Intelligence

- Subject descriptions
- Hostage descriptions
- Subject / Hostage locations
- Weapons
- Entry points
- Location description
- Construction details
- Photographs

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- Activities
- Patterns of behavior
- Avenues of approach
- Avenues of escape
- Obstacles to approach
- Booby - traps
- Alarm systems
- Animals
- Ventilation systems
- Water supplies
- Power sources
- Flammable substances
- Door/Window details

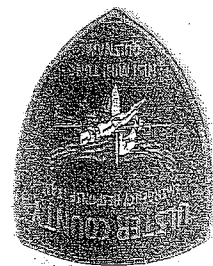
With Observer/Sniper Team in place, the option of resolving the incident by sniper fire is available should innocent lives be in imminent danger or loss, and the option of tactical entry either unwanted or unavailable.

When a tactical entry is to be made, the entry team will approach under the covering surveillance and control of the Observer/Sniper Team. In direct communication with the entry team, the Observer/Sniper Team will advise them when it is clear to move; when they should maintain position for fear of discovery; and if the element of surprise has been lost.

Coordinated sniper fire can also be utilized as a planned diversion for team entries, or against targets of opportunity in concert with the entry. After team entry, the Observer/Sniper Team is responsible for identifying subject escape attempts; attempts at rescue or assistance by associates or sympathizers outside the location; and hostage/victim escapes.

C. RECONNAISSANCE

1. ADDRESS OF BUILDING & SURROUNDING STREETS.
2. AVENUES OF APPROACH FROM STAGING AREA TO OBJECTIVE, AND TYPE OF TERRAIN.
3. OBSTACLES - STREAMS, BRIDGES, FENCES.
4. COVER & CONCEALMENT, SHADOWS, TREES SURROUNDING BUILDINGS, VEHICLES, SHRUBS, and STORM DRAINS.



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5. FIELD OF FIRE - LANES OF FIRE FOR TEAM ON AVENUE OF APPROACH.
6. VANTAGE POINTS - LANE OF FIRE FOR OBSERVER/SNIPEER TEAM.
7. LIGHTING CONDITIONS - STREET LIGHTS, OUTDOOR BUILDING LIGHTS, PARTY LIGHTS, LIGHTS FROM NEIGHBORING BUILDINGS.
8. OPEN AREAS - GRASS, FIELDS, ROADS, AND PARKING LOTS.
9. LANDSCAPE OF AREA - HILLS, BERMS, WOODS, SHRUBS, STREAMS, STONE OR GRAVEL AREAS, PAVED AREAS.
10. STRUCTURAL SHAPE OF BUILDING - DOORS, WINDOWS, STEPS, FIRE ESCAPES, RAILINGS, GROUND & UPPER LEVEL ENTRY POINTS, TYPE OF ROOF. DOES KFD HAVE ANY "KNOCK BOXES" ON THE BUILDING?
11. VEHICLES - LIST OF VEHICLES & LOCATIONS IN AREA & ALL PLATE NUMBERS.
12. UTILITIES - ALL CONNECTIONS FROM OUTSIDE OF BUILDING FOR POSSIBLE SHUTOFFS - GAS, OIL, ELECTRIC, WATER.
13. PERSONS OBSERVED - DESCRIPTIONS OF ALL PEOPLE IN OR AROUND OBJECTIVE. SOUNDS COMING FROM OBJECTIVE (VOICES, TV, RADIO, ETC.)
14. STAGING AREA - BEST POSSIBLE LOCATION OUT OF SIGHT & SOUND OF OBJECTIVE & STILL HAS BEST AVENUE OF APPROACH.
15. MARK ALL AREAS ON BLOWN UP DRAWING OF AREA, INCLUDE OUTER PERIMETER IF NECESSARY.

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D. BUILDING INTELLIGENCE

1. ASK FOR BLUE PRINTS, IF AVAILABLE.
2. LOCATE AN ENGINEER OR ANYONE WHO KNOWS THE INSIDE OF THE BUILDING. CHECK FOR KNOCK BOX(S).
3. ANY PHONE OR OTHER TYPES OF COMMUNICATIONS.
4. ANY WEAPONS OR EXPLOSIVES (LOCATION).
5. WHAT IS IN THE BUILDING & USE OF BUILDING.
6. INFORMATION ON LIGHTS, HEATING SYSTEM, AIR CONDITION VENTS, WATER, GAS & ELECTRIC HOOK UPS, ALARM SYSTEMS.
7. WINDOWS - TYPES - SCREENS, LOCKS & HOW THEY OPEN.
8. WHAT TYPE OF ROOF, ANY ENTRY/EXIT FROM ROOF.
9. TYPE OF FLOORING - CARPET, WOOD.
10. TYPE OF WALLS - THICKNESS, WHAT ARE THEY MADE OF.
11. STAIRWAYS IN BUILDING & FIRE ESCAPES.
12. BASEMENT ENTRIES, CRAWL SPACES - LOCATIONS.
13. DOORS - TYPE, KEYS AVAILABLE, LOCK TYPES.

XIX. Crisis Negotiation Team

PURPOSE: The Ulster County Sheriff's Crisis Negotiation Team (CNT) is to provide assistance to the Ulster County Emergency Response Team (UCERT) in a Hostage, BDP, or a Barricaded subject; by providing them with the

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personnel necessary to attempt to talk to a subject (s) in order to bring a volatile situation to a close.

POLICY: The Sheriff's Office will maintain a Crisis Negotiation Team and to deploy the team whenever UCERT is deployed.

I. DEFINITIONS:

A. Crisis Negotiation Team (CNT): Is made up of Police Officers from the Sheriff's Office and other Ulster County police agencies.

B. CNT Team Leader: The overall officer-in-charge of CNT. The CNT Team Leader is in command of CNT and is ultimately responsible for making decisions on CNT matters and ensuring that CNT policy is complied with. The CNT Team Leader shall be appointed by the SWAT Commander.

C. CNT Assistant Team Leader: The CNT officer who is second in command of CNT. The CNT Assistant Team Leader will assume the role of CNT Team Leader in any situation in which the CNT Team Leader is not present. The CNT Assistant Team Leader shall be appointed by the CNT Team Leader with the approval of the SWAT Commander.

D. SWAT Commander: The officer in overall command of the SWAT/CNT operation. All SWAT and CNT personnel are under the command of the SWAT Commander.

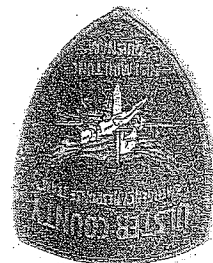
E. Negotiations OIC: The CNT officer designated by the CNT Team Leader, CNT Assistant Team Leader, or SWAT Commander to direct the negotiation effort.

F. Negotiations Area: The immediate area where negotiations are taking place. The Negotiations Area shall be under the supervision of the Negotiations OIC.

II. CNT DEPLOYMENT PROCEDURES

A. In the event the CRISIS Negotiation Team is needed, the supervisor on shift will make contact with the Captain of Police services or a higher ranking member and get approval.

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- B. When approval is given, Communications will send an All Page for the Negotiators Group on the Cad screen.
- I. The dispatcher will follow up the CAD page by calling CNT members by telephone.
- C. In most emergencies that the CNT is needed the UCERT team shall be paged as well.

III. CNT OPERATIONAL PROCEDURES

- A. The CNT Team Leader will generally be assigned at or near the command post to coordinate CNT activities with the SWAT Commander.
- B. In each incident, the CNT Team Leader will assign a CNT officer to serve as Negotiations OIC. The Negotiations OIC will remain in charge of the negotiations process until the situation is resolved or until relieved by the SWAT Commander or CNT Team Leader.
- C. The Negotiations OIC will be in charge of the operational details of the negotiations process. The Negotiations OIC will assign a primary and secondary negotiator and will request additional personnel from the CNT Team Leader as needed.
- D. All CNT officers not assigned as Negotiations-OIC, primary, or secondary negotiator will report to the CNT Team Leader for assignment. The CNT Team Leader will assign CNT officers as needed to support the operational goals of CNT. Assignment of CNT officers may include, but are not limited to, the following:
 - 1. Intelligence Officer - The intelligence officer interviews persons associated with the suspect to compile a criminal history and a history of mental illness. The intelligence officer additionally interviews witnesses and identifies and interviews others who may have relevant information.
 - 2. Scribe - The scribe shall keep a log of the entire incident including a timeline of all events. At the conclusion of the incident, the scribe shall provide the CNT Team Leader with the log of the incident.

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3. Liaison Officer - the liaison officer shall be assigned to the SWAT Commander on the scene. The liaison officer shall be responsible for relaying all relevant CNT information to the SWAT Commander and for relaying all relevant SWAT information to the HNT OIC and CNT Team Leader.
4. Equipment Officer - the equipment officer shall be responsible for the set up of CNT equipment as directed by the CNT Team Leader or CNT OIC. Equipment responsibilities of the equipment officer shall include, but not be limited to, throw phones, bullhorn, tactical speaker boxes, and tactical cameras.

- E. In the event that the CNT Team Leader or Assistant Team Leader is not on the scene at the time that it becomes necessary to assign a Negotiations OIC, primary, and secondary negotiator, the senior CNT officer on the scene shall contact the CNT Team Leader or Assistant Team Leader either by radio or telephone. The senior CNT officer on the scene shall determine the estimated time of arrival of the CNT Team Leader or Assistant Team Leader and if necessary he/ she shall assume command of CNT until the arrival of the CNT Team Leader or Assistant Team Leader.

1. Such officer shall identify him/herself as in command and shall assign CNT officers as Negotiations OIC and to other tasks as needed.
 2. The CNT officer assuming command shall remain in command until arrival of the CNT Team Leader or CNT Assistant Team Leader.
 3. The CNT Team Leader or Assistant Team Leader shall assume command of CNT upon their arrival on the scene.
 4. In the event that a negotiator is needed to begin immediate negotiations, the first negotiator on the scene shall begin negotiations without delay.
- F. The Crisis Negotiation Team shall employ a minimum of one psychological advisor. The psychological advisor shall be responsible for advising the CNT Team Leader and Negotiations OIC on the psychological and emotional status of the subject of negotiations.
1. The psychological advisor may additionally recommend strategies for negotiating with the subject of negotiations.

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2. The psychological advisor may be responsible for performing other tasks as directed by the CNT Team Leader.

3. In addition to duties performed at the scene of a negotiations incident, the psychological advisor may administer and interpret the psychological testing given to applicants of UCERT and CNT provided the psychological advisor has proper training in this area.

4. The psychological advisor shall be appointed using the criteria for appointing other members of the Crisis Negotiation Team outlined in OPS-04 with the following additional stipulations:

a. The psychological advisor shall possess at least a Master's Degree from an accredited university in Psychology, Counseling, or other closely related field.

b. The psychological advisor shall possess a certification as a crisis intervener.

c. The psychological advisor shall have familiarity with and experience in appropriate areas, such as personality theories, psychopathology, prediction of violence indicators, terrorism, crisis intervention, stress management, domestic violence, substance abuse, suicidality, etc.

IV. CRITERIA FOR SELECTION TO THE CNT

- A. Be a full time member of the Sheriff's Office
- B. Served at least five (5) years as a full time Police Officer
- C. Received a good performance evaluation in the past 12 months
- D. Be recommended by current CNT member