

ULSTER COUNTY ATTORNEY

BEATRICE HAVRANEK
County Attorney

CLINTON G. JOHNSON
First Assistant County Attorney



MICHAEL P. HEIN
County Executive

Assistant County Attorneys

SUSAN K. PLONSKI
KRISTIN A. GUMAER
JONATHAN T. ENGEL
TRACY STEEVES
ROBERT J. FISHER

Disaster Assistance Coordinator
ROBIN PERUSO

October 21, 2014

Hon. Paul J. Hansut
Town Supervisor, Town of Lloyd
12 Church Street
Highland, New York 12528

Hon. Joseph Croce
Town Supervisor, Town of Plattekill
P.O. Box 45
Modena, New York 12548

Hon. Jeremy Wilber
Town Supervisor, Town of Woodstock
45 Comeau Drive
Woodstock, New York 12498

✓ Hon. Susan Zimet
Town Supervisor, Town of New Paltz
P.O. Box 550
New Paltz, New York 12561

Hon. Robert A. Stanley
Town Supervisor, Town of Shandaken
P.O. Box 134
Shandaken, New York 12480

Hon. Stephen Osborn
Town Supervisor, Town of Marlborough
P.O. Box 305
Milton, New York 12547

Re: URGENT Cooperative Agreement
January 1, 2015 – December 31, 2015

Dear Supervisor:

Enclosed please find a Cooperative Agreement for 2015 which needs to be executed. In addition, I have enclosed a sample town resolution to be used for next year's agreement. Once the resolution has been adopted and certified and the agreement executed, please forward both documents to this office. This needs to be done at your earliest convenience.

Very truly yours,

BEATRICE HAVRANEK
County Attorney

Tracy Steeves, Esq., of Counsel

cc: Hon. D. Holley Carnright (w/copy of enc.)
Hon. Paul Van Blarcum, Ulster County Sheriff (w/copy of enc.)
Christine Keck (w/copy of enc.)

COOPERATIVE AGREEMENT

Ulster Regional Gang Enforcement Narcotics Team

This Cooperative Agreement (hereinafter the "Agreement") is entered into by and between the Ulster County Sheriff's Office, the Ulster County District Attorney's Office, and various town and village police departments in the County of Ulster, to cooperate and act collectively as a task force team pursuant to Federal policies and guidelines, referred to as the Ulster Regional Gang Enforcement Narcotics Team (hereinafter "URGENT"). 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 URGENT. 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, public relations, reimbursements, funding, and media coordination.

II. Mission

- A. The mission of URGENT is to achieve maximum coordination and cooperation, through utilizing the combined resources of the Member Agencies, to primarily investigate gang members and affiliates involved in criminal enterprises, as well as investigate narcotic related offenses and the possession and sale of illegal firearms in Ulster County.

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.
- B. Any Member Agency may terminate its participation in URGENT under this Agreement by delivering a written notice of termination 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 URGENT, it will be entitled to the return of its property and equipment supplied for the purposes of URGENT. Any and all withdrawals must be set forth in writing, indicating date that the withdrawal becomes effective, and delivered to the Ulster County Sheriff and the Ulster County District Attorney. Property as used herein shall be defined to mean any movable or intangible thing that is subject to ownership and not classified as real property.
- D. The Executive Committee shall establish a plan for disbanding URGENT. If and when URGENT is disbanded, after any outstanding financial obligations are met, operating and

forfeiture funds and equipment shall be disbursed among the Member Agencies, as determined by the Executive Committee.

IV. Organization, Supervision and Chain of Command

- A. URGENT'S "Executive Committee" will be comprised of three (3) enforcement personnel from the Member Agencies, and shall be established to oversee the administrative functions and concerns of URGENT. The Executive Committee shall meet quarterly, per section VIII-C below, and shall consist of the following:
 - 1. The Ulster County Sheriff (the "Sheriff"), or his/her designee,
 - 2. The Ulster County District Attorney (the "District Attorney"), or his/her designee.
 - 3. One (1) representative chosen by a majority vote of the Member Agencies, to serve for the Term of this Agreement. Should a vacancy occur, the position shall be filled in this same manner.

- B. The Executive Committee shall appoint individuals to fill the following positions in URGENT'S Chain of Command, to serve for the Term of this Agreement:
 - 1. Commanding Officer
 - 2. Detective Lieutenant
 - 3. Detective Sergeant
 - 4. Officer in Charge

- C. All decisions of the Executive Committee must be taken by a simple majority. Minutes of the meetings of the Executive Committee and any other meeting that constitutes a quorum shall be kept, approved, and retained. Meetings shall be noticed 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. Personnel

- A. It is understood and agreed that occasionally, exigent circumstances affecting the mission of the Member Agencies may require the diversion of resources, including personnel and/or technical equipment, away from URGENT, for a reasonable period of time.

- B. Member Agencies with personnel assigned to URGENT that remove their personnel for non-exigent circumstances, must replace them within sixty (60) days, or that Member Agency will no longer be eligible for asset forfeiture sharing relating to assets seized after the date of removal.

VI. Forfeiture Revenues

- A. There exist two mechanisms under law for seizure/forfeiture of criminal instrumentalities and proceeds. Under both mechanisms, the District Attorney is the authorizing authority for any seizure/forfeiture. The two mechanisms are:
 - 1. Article 13A of the New York Civil Practice Laws and Rules (CPLR), and

2. Federal Forfeiture pursuant to Title 18 of the United States Code, implemented through the US Department of Justice (DOJ) Forfeiture Guidelines.
- B. Any property or funds confiscated, as a direct result of a criminal investigation, will be distributed by URGENT as follows:
1. When the property is seized through a state forfeiture, the distribution is dictated by Civil Practice Laws and Rules, Chapter Eight, Article 13-A.
 2. When the property is seized through a federal forfeiture:
 - a. Twenty percent (20%) of each forfeiture received will be designated for the mandatory federal asset forfeiture administrative fees.
 - b. Twenty percent (20%) of each forfeiture returned to URGENT will be retained by the Ulster County District Attorney's Office based on their prosecutorial support to URGENT.
 - c. The remaining of each forfeiture returned to URGENT shall be deposited into a segregated account called the URGENT Forfeiture Account which shall be opened under the title of, and overseen by, the District Attorney and the Sheriff, or their designees. All claims and/or expenditures made upon this account shall require the approval of both the District Attorney and the Sheriff, or their designees. The account shall be opened in a bank located in Ulster County. The title of the account, the nature of the account, and statements of the account, and any changes thereto, shall be provided to the Ulster County Department of Finance, and the Ulster County Comptroller's Office, on a monthly basis. The account shall be subject to audit by the County of Ulster. Expenditures made through the account shall be in accordance with Ulster County Purchasing bidding guidelines, the Procurement Policy and sections 103 and 104 of the General Municipal Law. Claims made upon the account shall have been approved by the Executive Committee and reflected in the minutes of Executive Committee meetings. This account shall be used to pay operational expenses for URGENT. All funds expended from this account shall be restricted by the aforementioned CPLR Article 13A and Title 18 of the U.S. Code, as well as sections 103 and 104 of the General Municipal Law.
 - d. At the quarterly Executive Committee meetings, if a Member Agency believes it is entitled to a disbursement of URGENT forfeiture money, it shall submit a written request detailing its claim to the Executive Committee. The distribution request shall be discussed, and approved or disapproved by the Executive Committee, on an ad hoc basis, at that quarterly meeting. All monies received by the Member Agencies based upon property forfeitures by URGENT shall be used by the Member Agencies in compliance with the aforementioned guidelines, policies, articles, titles and sections of law.
 3. The operating budget for URGENT shall be determined on a fiscal year, from January 1st through and including December 31st.
 4. This Agreement does not determine or have any authority over the distribution of seized property when non-URGENT personnel of a Member Agency seize United States currency or other property of value.

VII. Expenditures

A. Overtime

1. In addition to Member Agency overtime approval, all URGENT overtime must be pre-approved by an URGENT Detective Sergeant, if the request is for two (2) hours or less. Overtime in excess of two (2) hours requires approval by a higher ranking official. Overtime shall be paid by each officer'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 URGENT.

C. Office Space

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

D. Miscellaneous Expenses

1. The Member Agencies agree that miscellaneous expenses of URGENT, such as training, rental cars, investigative travel, etc., will be funded with asset forfeiture monies, if available, and approved by the Executive Committee.

E. Unspecified Expenditures

1. Any URGENT expenditure not specified in this Agreement will be determined, clarified and approved by the Executive Committee.

VIII. Procedures

A. Selection of Personnel

1. Prior to being assigned to URGENT, prospective personnel must undergo a formal review by his/her Member Agency command staff to ensure an exemplary disciplinary record with no integrity concerns. The prospective personnel must then take part in a selection process with the Executive Committee of URGENT, which will then make a recommendation to the respective Member Agency's Chief Administrator.

B. Investigations

1. All URGENT cases will be jointly investigated. Personnel from Member Agencies will staff each URGENT investigation. It is understood and agreed by all Member Agencies that no Member Agency will act unilaterally with respect to URGENT cases.

C. 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 URGENT Executive 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 Commanding Officer.

2. An evaluation of the nature and result of URGENT investigations will be conducted by the Executive Committee. The criteria for evaluation will include, but not be limited to, the number of investigations completed, number of arrests, amount of seizures, and impact on the community. Modifications or adjustments to URGENT'S mission, as determined by the Executive 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.

D. Reports, Evidence and Log Policies

1. All reports and evidence will be processed and maintained in accordance with the written policies of the Ulster County Sheriff's Office (a copy is attached hereto as "Exhibit 1").
2. The Executive Committee shall maintain a perpetual inventory and time and attendance log (the "Log") for all activities of URGENT. The Log shall include the following: case number, date, defendant, brief description, location, disposition, and hours of every personnel and vehicle involved in each activity of URGENT.

E. Media

1. All media releases and statements will be mutually agreed upon and jointly handled by the Executive Committee. Under no circumstances will a Member Agency make any statement to the media about any URGENT investigation and/or arrest without prior clearance from the Executive Committee. The Commanding Officer and Detective Lieutenant of URGENT are authorized to make media releases on routine arrests and seizures. All media releases will include notification and/or participation, as determined by the Executive Committee, of the Chief Administrator of the Member Agency in the jurisdiction of the occurrence.

F. Firearms Training/Qualification and Related Training

1. In addition to any training that might be provided by URGENT, all participants assigned to URGENT shall continue routine firearms training and qualification as provided and required by their respective Member Agency.

G. Use of Vehicles

1. If it is determined to be operationally necessary, the Member Agencies hereby agree and authorize participants to use vehicles from all Member Agencies for the furtherance of the mission of URGENT. Vehicles shall be used in compliance with existing Member Agency policy.
2. Each Member Agency, at its sole cost, agrees to provide fuel, liability and automobile insurance, 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 Executive Committee of URGENT.

H. Informants

1. All informants, either compensated or contractual, must be formally processed in accordance with URGENT'S written informant policy (a copy is attached hereto as "Exhibit 2") prior to being actively utilized. The written informant policy will also govern the management of informants.

I. Complaints

1. Citizen and internal complaints against participants assigned to URGENT shall be forwarded to the Commanding Officer of URGENT. 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 Commanding Officer or designee of URGENT. Nothing in this section precludes any citizen from going directly to a participant's Member Agency to file a complaint.

IX. 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.

X. Indemnification

- A. Each Member Agency agrees to defend, indemnify and hold harmless the other Member Agencies, 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 acts or omissions of the Member Agency, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the other Member Agencies, or their officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Member Agency, its employees, representatives, subcontractors, assignees, or agents. The Member Agency agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

XI. Protection of Property

- 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.

XII. Insurance

- A. Each Member Agency shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, 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 Ulster County. Ulster 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 Ulster County. Notwithstanding anything to the contrary in this Agreement, each Member Agency irrevocably waives all claims against Ulster County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this section. The provision of insurance by each Member Agency shall not in any way limit each Member Agency's liability under this Agreement.
- B. Each Member Agency shall attach to this Agreement, certificates of insurance evidencing each Member Agency's compliance with these requirements.
- 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.
- 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.

XIII. Heading and Defined Terms

- 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.

XIV. Entire Agreement

- 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 and pursuant to the policies and guidelines as described in the April 2009 version of the "Guide to Equitable Sharing for State and Local Law Enforcement Agencies," published by the United States Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section.
- 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. No counterpart shall be effective until each party has executed at least one counterpart.

Signature Page Follows

Chief Administrators' Signatures
(Approved through resolution by each respective municipality)

Ulster County Sheriff Date

Ulster County District Attorney Date

Chair of the Ulster County Legislature Date

MAYOR, VILLAGE OF Date

Supervisor, Town of Date

Supervisor, Town of Date

Supervisor, Town of Date

Supervisor, Town of Date

Supervisor, Town of Date

(Rev. 10/2/13)

SCHEDULE A INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE

The Firm 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 Firm'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 Firm 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 Firm is not required to carry such insurance, the Firm 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 Firm) 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 Firm 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 Firm 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 Firm is self-insured.

If the Firm 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 Firm) 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 Firm 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 Firm is self-insured.

If the Firm 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 Firm 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 Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm 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 Firm, 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

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

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

EXHIBIT 1

	ULSTER COUNTY SHERIFF'S OFFICE		2810
	PROPERTY / EVIDENCE		
Date Issued: 09/15/01	Date Effective: 9/15/01	Revision No: 0703	Page: 1 of 9

PURPOSE:

To establish procedure for the proper documentation of property coming into possession of members of the Ulster County Sheriff's Office.

I. PROPERTY

- A. Property, which is found, confiscated or otherwise obtained by any member of employee of this Office, while acting in official capacity must be documented.
- B. Under all circumstances, the property will be identified within a case report in Aegis and other forms appropriate for future recognition and legal disposition.
- C. PROPERTY STORAGE will be at headquarters' Main Evidence / Property Room.
 - 1. Temporary storage of property waiting processing will be placed in EVIDENCE DROP BOX (Mail Box) at headquarters, and the Sheriff's impound yard.

II. PROPERTY / LAB SUBMISSION FORM

- A. The Lab Submission form will serve to document the movement of a particular piece of property coming into possession of a member of the department.
- B. One submission form per case, if the evidence is obtained from a separate location or on a different date/time then you should use a continuation sheet.
- C. An Aegis case report will be prepared whenever a member takes custody of an item of property.
- D. The property section of the Aegis entry will reflect chronologically the same as the PROPERTY / LAB SUBMISSION FORM. If item 1 on your case report is a bag of marihuana it should be item 1 on the PROPERTY / LAB SUBMISSION FORM and any other form that may be used to document property (i.e. Evidence Work Sheet).

Ulster County Sheriff's Office



**ULSTER COUNTY SHERIFF'S OFFICE
PROPERTY / EVIDENCE**

2810

Date Issued:
09/15/01

Date Effective:
9/15/01

Revision No:
0703

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1. The evidence/property custodian will assign the item number for items seized after the initial processing of a scene. Only one item per evidence bag.
2. The Lab Submission form's color coded copies are to be distributed in the following way:
 - a. White - Lab copy
 - b. Yellow - filed with evidence
 - c. Pink - filed with evidence
 - d. Gold - filed with evidence
- E. A RECEIPT AND RELEASE OF PROPERTY form will be prepared by the officer securing property under the following conditions:
 1. When the owner / agent of the property is known and / or release of the property is imminent.
 2. When releasing property to an owner/agent indicate on said form:
 - a. Incident Number - case number.
 - b. Date - date of incident
 - c. Name of owner - self-explanatory.
 - d. Description of property - as described on the PROPERTY/LAB SUBMISSION FORM.
 - e. Located at line - this location could be headquarters, could be impound yard, could be district attorney's office, could be detective unit, and could be communications. This denotes where the property presently is located.
 - f. May be released pursuant to the following - if certain conditions are to be as a prerequisite such as proper identification, proof of insurance, etc.
 - g. Vehicle - description of vehicle.
 - h. Member signature - signature of member authorizing release of the property.

Ulster County Sheriff's Office



ULSTER COUNTY SHERIFF'S OFFICE
PROPERTY / EVIDENCE

2810

Date Issued:
09/15/01

Date Effective:
9/15/01

Revision No:
0703

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3. Obtain a signature of acknowledgment.
 - a. Have owner/agent read and sign the release from liability clause on the property receipt. Provide the owner/agent with a copy of the completed receipt.
 - b. Place the original property receipt in the Detective Unit mailbox.

III: TRANSFER OF PROPERTY / EVIDENCE TO ANOTHER MEMBER:

- A. The PROPERTY/ LAB SUBMISSION FORM will accompany the transfer with the property.
- B. The PROPERTY/LAB Submission FORM will so note the transfer.
- C. The member receiving the property will initial and date the PROPERTY/LAB SUBMISSION FORM.
- D. Absolutely **NO PROPERTY** will be accepted from another member without the PROPERTY/LAB SUBMISSION FORM.
- E. This procedure will also include property transferred to the Detective Unit.

IV. TRANSFER OF EVIDENCE TO A LABORATORY

- A. The member shall:
 1. Provide the appropriate PROPERTY/LAB SUBMISSION FORM and evidence to the transporting member.
 2. Transporting member will initial and date the PROPERTY/LAB SUBMISSION FORM as receiver of the property.

Ulster County Sheriff's Office



**ULSTER COUNTY SHERIFF'S OFFICE
PROPERTY / EVIDENCE**

2810

Date Issued:
09/15/01

Date Effective:
9/15/01

Revision No:
0703

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V. TRANSFER OF EVIDENCE TO DISTRICT ATTORNEY'S OFFICE

A. The member shall:

1. Assure the appropriate PROPERTY/LAB SUBMISSION FORM accompanies the evidence to its destination.
2. A RECEIPT AND RELEASE OF PROPERTY FORM will be completed in it's entirety as prescribed in Section 11(A) (3).
3. The PROPERTY/LAB SUBMISSION FORM and the RECEIPT AND RELEASE OF PROPERTY form will be attached and forwarded to the Detective Unit mailbox.

VI. EVIDENCE / PROPERTY RETENTION

- A. The Detective Unit is responsible for the long term maintenance of the property and evidence.
- B. Dangerous property or contraband, or property by its nature is sensitive or controversial, should be brought to the attention of a supervisor or detective immediately upon acquisition by a member.
- C. A case number will be assigned to every item of property coming into the Detective Unit.
- D. This number is utilized to manage said property while in custody of the Detective Unit.
- E. A PROPERTY/LAB SUBMISSION FORM will be filed in the appropriate file located within the Detective Unit.
- F. A PROPERTY/LAB SUBMISSION FORM will be filed in the appropriate file located within the Detective Unit.
- G. All subsequent transfers will be noted on the PROPERTY/LAB SUBMISSION FORM and or the RELEASE AND RECEIPT OF PROPERTY FORM (whichever is applicable).

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VII. EVIDENCE / PROPERTY ROOM

A. DWI Blood / Drugs

1. When blood resulting from a DWI arrest is secured, the following procedure will be followed:
 - a. The PROPERTY / LAB SUBMISSION FORM accompanying the DWI blood kit will be completed in it's entirety per NYSP Lab evidence submission requirements and attached to UCSO submission form.

B. General Evidence

1. Shall be marked for future identification. Markings shall be done as not to:
 - a. Damage the evidence or the property.
 - b. Impair it's processing by technicians.
 - c. Depreciate its value.
 - d. Allow the mark to be accidentally or readily removed. (FIREARMS) will be so marked in a discrete location so as not to diminish its value.
2. When sealing evidence bags of any type the correct seals **MUST** be used, i.e. no staples, paper clips or scotch tape). Then the seal must be initialed and dated.

C. Drugs

1. Drugs are to be packaged separately from all other property. Different types of drugs should be packaged separate from each other.
2. If pills or tablets are secured, they should be placed into a plastic bag outside of any container. Before drugs are analyzed at the laboratory, the technical must be able to determine the type and quantity before he/she opens the plastic bag, therefore all pills/tablets must be emptied from their container before submission.

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3. When possible, drugs should be secured in separate evidence bags from paraphernalia.
 - a. Example: If members seized a pipe utilized in smoking crack and only residue is present, this item must be submitted as drugs. If analysis is not going to be performed then said item will be listed under General Evidence. If a member seizes a gun, a quantity of marijuana and quantity of prescription pills, three separate evidence bags should be utilized.

D. Monies

1. ALL monies turned into property must be counted in the presence of the receiving and depositing parties. Both must place their signatures over the sealed portion of the envelope containing monies. Contact a Detective Supervisor for amounts over \$500.00.

E. Vehicles

1. Vehicles, as defined by the Vehicle and Traffic Law, impounded as a result of the commission of a crime must be transported to the Sheriff's Office Impound Yard accompanied by a Property / Lab Submission Form, Vehicles Impound and Inventory form and a Receipt and Release of Property Form.

F. Special Securities

1. The property / evidence custodian shall incorporate special security and control measures to safeguard all money, firearms, controlled substances and high-value items within the protective custody of the agency.

VIII. STORAGE

A. The Detective Unit will:

1. Store property in designated storage areas depending on the size, value and type of items; area to be marked on the Property / Lab Submission Form.

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2. Place assigned numbers on property tag, verifying each item stored.
3. Maintain security of all items and assure evidence to be analyzed is sent to proper laboratories.
4. The Detective Unit supervisor will assign a member of the Detective Unit with the responsibilities and duties of the Property control.

IX. NOTIFICATION OF LOST AND FOUND PROPERTY

- A. When owners of found property are unknown, make a due and diligent search to identify them, (i.e., lost and found section of the newspaper).
- B. Notify owners of property held as evidence when said property is ready to be released.
- C. Notify the finders of property when ownership has not been determined at the expiration of the legal waiting period. (Personal Property Law §253(7) (8)).
- D. Notify the owners of items that have been held in safekeeping more than one year, advising them that the sale or destruction of the property is imminent if not claimed.
- E. No conditions of this procedure may be waived without the expressed permission of the Sheriff.

X. INTERNAL INSPECTION / INVENTORY

- A. At least once each year, an internal inspection of the property system records and procedures will be conducted by an officer, not normally charged with the custody of property / evidence, and designated by the Sheriff. Both pending and completed records will be inspected to ascertain that procedures are being followed. Each record will be signed and dated by the inspecting officer and a report will be forwarded to the Sheriff and Accreditation Manager, indicating the degree or compliance with the property procedures. A copy will be maintained by the property / evidence custodian.

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- B. Any time a new property / evidence custodian is designated, an internal inspection / inventory will be conducted by the new and old property / evidence custodian. A copy of the inventory / inspection report will be forwarded to the Detective Supervisor, Division Commander, Accreditation Manager, and Sheriff. A copy will be maintained by the property / evidence custodian
- C. Any time a new Sheriff takes office, the evidence / property custodian will conduct an inventory and file a report with the outgoing Sheriff and incoming Sheriff. A copy will be maintained by the property / evidence custodian.
 - 1. Example: Deputy J. J. Jones stops a motor vehicle for erratic operation. Subsequent to the stop, an arrest effected. The following paperwork utilizes every form required for the correct procedures encompassing property / evidence coming into possession of a member of the Sheriff's Office, and the release thereof.

XI. FINAL DISPOSITION FORM

- A. The submission of this form to the Court is necessary whenever physical evidence is collected. This is necessary so that a final disposition can be obtained from the Court and the evidence can be disposed of (i.e. returned to owner, destroyed, etc) at the conclusion of the case. Part A will be filled out and submitted to the Court with the arraignment paperwork by the submitting Deputy.

XII. PROPERTY / EVIDENCE ROOM SECURITY

- A. The property/Evidence Custodian is the sole member with access to the property / evidence room. As such, the property/evidence custodian is the only member authorized to disarm and re-arm the security system.
 - 1. In the event of an alarm activation:
 - a. Initiate an investigation into the alarm activation.
 - b. Confirm the presence of the Property/Evidence Custodian and his/her awareness that the alarm has activated. He/she will re-arm the system.

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2. Activation in the absence of the Property/Evidence Custodian:
 - a. Initiate an investigation into the alarm activation.
 - b. Monitor the CCTV (closed circuit T.V.) system for activity within the property/evidence room.
 - ❖ In the event of a breach, immediately notify the chain of command;
 - c. Make an AEGIS entry. Note all contacts made regarding the activation of the alarm system.

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EXHIBIT 2

U.R.G.E.N.T. INFORMANTS (Revised 03/16/2011)

PURPOSE: To establish procedures on the use of informants who wish to cooperate with the police.

Informants are an important investigative tool. Through proper and effective utilization criminal cases may be brought to a quick, successful conclusion. It is well recognized that people of all types may possess information or intelligence concerning illegal activities. It is also well recognized that the motivation to divulge information about criminal activity ranges from the desire to be a "Good Samaritan", to agreements with the District Attorney's Office concerning a pending prosecution or sentence. Good Samaritans and other people with no direct involvement in criminal activity are generally thought of as "cooperating individuals". Others with more culpability are considered "informants".

Assistance provided might be in the form of simple information, or a person may proactively develop information or collect evidence under the direct supervision of a law enforcement officer.

All members are encouraged to develop individuals as sources of information. This should be an ever-evolving process.

PROCEDURE:

I. Informants

(A) Policy

- (1) Prior to using an informant, or the using of information derived from an informant, an evaluation will be made by the officer and his or her supervisor, or a detective to determine if the information is:
 - (a) Received from an established and/or reliable source.
 - (b) Logical, consistent and probable.
 - (c) Confirmed by information from an independent source if possible.

Informant Registration

- (1) Officers/detectives shall register informants through the chain of command and submit documentation to Sergeants assigned to U.R.G.E.N.T. prior to utilizing informants or any information received from the informant.

- (2) If an exigent circumstance exists, such as the need to prevent a serious crime, and there is not sufficient time to register an informant, officers shall obtain the assistance of their immediate supervisor for guidance prior to utilizing the informant.
 - a. The immediate supervisor will determine the actions to be taken.
 - b. The supervisor shall coordinate efforts with the appropriate investigative bureau/unit until such time when the informant can be properly registered.
- (3) An officer who registers an informant shall be the control officer for that informant. An U.R.G.E.N.T. supervisor may designate an alternate control officer in the absence of the primary control officer.
- (4) Officers shall inform their supervisor of any information pertaining to criminal activity received from an informant. This information shall be documented by the control officer.
- (5) All informants shall have a Registration Packet on file in the U.R.G.E.N.T. lieutenant's office. The informant registration process/packet shall include the following items:
 - a) Personal History Form. The control officer will debrief the informant, with the assistance of another investigator and complete this form. The control officer shall positively identify the applicant before submitting the packet for review and approval.
 - b) Informant Rules of Conduct Agreement will be completed by the control officer.
 - c) Confidential Information Transaction forms.
 - d) Criminal history (NCIC rap sheet).
 - e) Recent mug shot or similar quality photograph.
 - f) Warrants Check.
 - g) A copy of the computer printout generated while obtaining a "clearance" for "wants/warrants" will be submitted for review. Applicants will be required to clear all active warrants prior to approval for use.

- h) Driver's License query.
 - i) Single Party Wire Consent.
 - j) Confidential Informant Reliability Log.
- (6) No part of the informant registration packet will be copied or duplicated for any purpose unless ordered by a court of record.
 - (7) The completed informant registration packet will be forwarded to the control officer's supervisor through the chain of command for review and approval.
 - (8) If approved for use, all informants will be assigned a Confidential Informant Number.
 - (9) The U.R.G.E.N.T. Lieutenant will retain the completed registration packet in the U.R.G.E.N.T. Lieutenant's Office.

Informant Contact

(A) Generally

- (1) Briefing and debriefing sessions will be conducted with all informants each time they are used. All information shall be documented for the case file. Meaningful intelligence shall be forwarded as soon as possible to the appropriate officers or agencies.
- (2) Officers shall, whenever possible, utilize audio or other surveillance equipment to monitor and record the informant's activities.
- (3) It shall be the policy of the U.R.G.E.N.T. to cooperate with other law enforcement agencies upon request, in regards to the utilization of a confidential informant active in the service of this Office, whenever possible. The supervisor of U.R.G.E.N.T. will first evaluate all such requests. A notation will be made and kept as a part of the informant's confidential file. An officer of the requesting agency will keep the U.R.G.E.N.T. supervisor advised of the informant's progress on a regular basis.

(B) Informant Contact Procedures

The following procedures are meant only as a guideline for handling an informant. However, an attempt should be made to follow them as closely as

possible. Due to the different circumstances that may arise in each case, some deviation may be necessary.

- (1) Control of an informant is a critical aspect of any undercover investigation. However, because the officer is not always in a position to conduct undercover type work with the informant, the individual must be relied upon to do the work on his/her own. Therefore, the detective/officer must strictly control the informant.
 - a) The informant shall be briefed prior to use, stressing that there will be no deviations from planned procedures.
 - b) The informant shall be advised in writing, if possible, that ALL contacts with other law enforcement agencies must be reported to the controlling officer.
 - c) The informant shall be advised when, how and where to contact the controlling officer.
 - d) The informant is expected to make these contacts.
 - e) An attempt should be made to set meetings with informants in areas that allow ease of surveillance.
 - f) An attempt shall be made to have all telephone calls between informants and targets tape recorded and monitored. It should be kept in mind that these recorded conversations are discoverable during court proceedings.
 - g) Whenever possible, sufficient extra time should be allowed to set up surveillance on any meeting between the informant and the target.
 - h) The informant shall be searched prior to any meeting in which the purchase of narcotics or other concealable contraband is anticipated. Document any money held by the informant in addition to any "buy" money, or hold until completion of the detail.
 - i) An attempt shall be made to survey any meeting between an informant and a target, both visually and electronically.
 - j) After any contact between an informant and a target in which narcotics or other concealable contraband is obtained, the informant will be searched. Any evidence will

be retrieved and secured. Narcotics shall be field tested and weighed if possible prior to being placed into an evidence room.

- k) The informant shall be made aware that they are never to purchase or possess narcotics or other contraband unless acting with the knowledge and consent of the handling officer. They are not immune from arrest simply because they are providing an officer with information.
 - l) An attempt shall be made whenever possible, to corroborate any purchases of contraband / evidence by having the informant contact the target via telephone and discussion the transaction.
 - m) An informant shall be thoroughly debriefed after being used for any reason.
 - n) A report shall be prepared detailing the sequence of events.
 - o) Meetings between male officers/detectives and female informants require two (2) officers/detectives to be present. If a male officer/detective must meet a female informant alone, such meeting will take place in an open view public place or the meeting will be video or audio taped.
- (2) No officer of the U.R.G.E.N.T. has the authority to make any deals or promises of leniency regarding any pending prosecution without prior consent from the District Attorney or his representative.
 - (3) Informants shall not be allowed to possess illegal narcotics or weapons and will not be allowed to engage in any criminal activity or commit any motor vehicle violations.
 - (4) Informants will not be used operationally if under the influence of alcohol or narcotic substances. It is the responsibility of the informant's handler to determine impairment.

Restricted-Use Informants

- (1) Juveniles. Officers/detectives shall not request or utilize a juvenile, (any person less than 16 years of age), as a Participating Informant unless:
 - a) Extraordinary circumstances exist, and

- b) Active assistance is obtained from the appropriate investigative bureau/unit, and
 - c) Written authorization is obtained via the juvenile and
 - d) The juvenile's parent or legal guardian, and
 - e) The control officer's supervisor, through the chain of command.
 - f) The control officer's immediate supervisor shall serve as a witness to the parental consent and any arrangement agreed to by the juvenile and parent or legal guardian.
- (2) Family Members. Family members are defined as husband, wife, mother, father, child, brother, sister, grandparent, grandchild, domestic partner, or any person related through blood or marriage.

Officers/detectives are prohibited from registering, utilizing, or otherwise directing their blood relatives or family members as informants, unless:

- a) Extraordinary circumstances exist, and
 - b) The informant refuses to cooperate with any other officer, but their family member, and the information/cooperation offered is of great importance and cannot be obtained by any other means, and
 - c) Prior to utilization, guidance is obtained from the appropriate investigator and/or prosecutor as described in and
 - d) Prior to utilization, authorization is obtained from the Undersheriff, through the chain of command.
 - e) At the first opportunity, the control officer's immediate supervisor will designate a different control officer not related to the involved officer or his/her family member. The supervisor shall notify the commanders of the affected member and also the commander of the appropriate investigative bureau/unit of such changes.
 - f) Officers/detectives shall not participate in any police action taken as a direct result of assistance given by their family members.
- (3) Fugitives. Officers/detectives shall not knowingly register or utilize an informant who is the subject of an active warrant. The officer's first obligation is to resolve the active warrant. All potential informants shall be checked for warrants. In cases

where there is a warrant, non-violent crime, from another jurisdiction or state and the warrant is non extraditable, an officer shall contact the appropriate agency. The circumstances of each case shall be reviewed and approval shall be either granted or denied by both the Ulster County District Attorney's Office and the U.R.G.E.N.T. supervisor(s).

Informant Status Review and Audits

- (1) Primary control officers shall conduct criminal history and warrant status checks of informants under their control every twelve (12) months.
- (2) Annual Review, U.R.G.E.N.T. will review the status of informants every twelve (12) months.
- (3) U.R.G.E.N.T. supervisors will audit the confidential informant files annually and periodically as needed.

Deactivation of Confidential Informants

- (1) Officers/detectives, who have reason to believe that an informant may no longer be suitable for use due to credibility concern, a liability concern, or inappropriate conduct on the part of the informant, shall notify an U.R.G.E.N.T. supervisor.
- (2) At the first opportunity, the concerned officer and U.R.G.E.N.T. supervisor shall place the informant's file in the in-active section of the informant files with documentation explaining the de-activation. Inactive informant files will be maintained for three (3) years.
- (3) An U.R.G.E.N.T. lieutenant shall determine what action(s) shall be taken with regard to the informant and any investigation for which the informant may have been utilized.
- (4) A deactivated informant may only be reactivated with the approval of an U.R.G.E.N.T. lieutenant or the Undersheriff.

PAYMENTS

- (1) Payment amounts:
 - a. Officers/Detectives shall seek guidance from an U.R.G.E.N.T. supervisor when attempting to determine payment amounts.
 - b. Sergeants assigned to U.R.G.E.N.T. may approve expenditures of five hundred dollars (\$500) or less.
 - c. Lieutenants assigned to U.R.G.E.N.T. may approve expenditures of one thousand dollars (\$1,000) or less.
 - d. Lieutenants assigned to U.R.G.E.N.T. may approve single expenditures in excess of one thousand dollars (\$1,000) with the approval of the Undersheriff.
- (2) Payments to informants will be made by the controlling officer/detective or an U.R.G.E.N.T. supervisor. All informant payments shall be reviewed and authorized in advance by a supervisor, and witnessed by a second officer/detective. Payments may be denied or modified by the reviewing supervisor.
- (3) Only official government funds may be used to pay an informant. Personal funds shall not be utilized for the procurement of evidence or information, to make controlled and/or undercover buys or for the purpose of paying informants.
- (4) All informant payments shall be documented on a Confidential Informant Transaction Form and also on a Funds Request Form. The expenditure record will contain an itemized and detailed account for the funds expended.
- (5) A photocopy of the Confidential Informant Transaction detailing the assistance provided by the informant shall be forwarded to an U.R.G.E.N.T. Lieutenant.
- (6) The Sheriff shall be immediately notified any time an informant has received five thousand dollars (\$5,000) or more from the U.R.G.E.N.T, as a single payment or cumulatively.
- (7) Officers/detectives shall not allow an informant to engage in criminal conduct as compensation for the information they provide.