

# **COOPERATIVE AGREEMENT**

## *Ulster County Emergency Response Team*

This Cooperative Agreement (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 (“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 using 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) by force or fear against their will by an armed or potentially armed suspect;
  - 2. Barricade Situations: A barricade situation may be defined as the standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with lawful orders for surrender.
  - 3. Sniper Situations: the precision 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 and or physical resistance is high; Or the search for or arrest of a suspect in any environment or location that is characterized by known or suspected hazards and risks to such a degree that the service of which exceeds the capabilities of the normal patrol and investigative functions.
  - 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; Or A search or arrest warrant characterized by known or suspected hazards and risks to such a degree that the service of which exceeds the capabilities of the normal patrol and investigative functions.
  - 6. Personal Protection: the security of special persons, such as dignitaries, V.I.P.s, witnesses, suspects, or persons of notoriety based on threat or potential threat to the well-being of those persons and the duties associated with providing protection
  - 7. Special Assignments: any assignment approved by the Sheriff or Designees, based upon a high level of threat or intelligence received about a significant risk and;
  - 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, 2023 and end December 31, 2026. 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 UCERT under this Agreement by delivering a written notice of termination to the Ulster County 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 UCERT, it will be entitled to the return of its property and equipment supplied for the purposes of UCERT within fifteen (15) days of notice of its withdrawal from UCERT. The Member Agency seeking to withdraw must also return any property and equipment belonging to another the Ulster County Sheriff's Office within fifteen (15) days of notice of its withdrawal from UCERT. Any and all withdrawals must be set forth in writing, indicating date that the withdrawal becomes effective, and delivered to the Ulster County Sheriff. "Property" as used in this Agreement shall mean any movable or tangible thing that is subject to ownership and not classified as real property.

### **IV. Organization, Supervision and Chain of Command**

- A. UCERT's Oversight Committee shall be established to oversee the administrative functions and concerns of UCERT, and 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. A special meeting of the Oversight Committee may be called at any time in order to address specific incidents which may require immediate action. The Oversight Committee shall consist of the following personnel:
  - 1. The Ulster County Sheriff (the "Sheriff"), or his/her designee;
  - 2. Each Member Agency's Chief of Police, or his/her designee;
  - 3. The Ulster County Police Chiefs Association's legal counsel
  - 4. The Commander of UCERT
- B. UCERT'S Chain of Command shall consist of the following:
  - 1. Ulster County Sheriff
  - 2. UCERT Tactical Commander
  - 3. Assistant Tactical Commander
  - 4. Team Leader(s)
  - 5. Team Member(s)

The Sheriff shall appoint the UCERT Commander. The UCERT Commander shall select the 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.

- 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. Criteria for appointment shall be based on the following:
  - a. Satisfactory job performance in present and previous assignments;
  - b. Satisfactory physical fitness levels;
  - c. Satisfactory completion of validated testing specific to the tasks of the UCERT;
  - d. Length of time in service or prior work and life experience related to the duty and assignments of UCERT;
3. All assignments to UCERT are voluntary.
4. Once selected for UCERT, all UCERT team members (individually, a "Team Member"; collectively, "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 for failure to maintain physical fitness standards, failure to maintain qualification standards, poor performance during UCERT operations or training, or without cause, when deemed necessary for the overall good of UCERT.

### **B. Firearms Training/Qualification and Related Training**

1. Team Members shall undergo a minimum of sixteen (16) hours of training per month. Training shall be performance-oriented and focus on appropriate subjects and tasks related to the mission of UCERT.
2. The Tactical Commander shall 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 shall result in an immediate focus on remediation, and shall be deemed a failure to meet minimum standards.

4. Remedial efforts shall immediately begin with the affected Team Member. Failure to re-certify during the remedial period shall result in having the Team Member placed in a temporary non-deployable status. Failure to recertify after remedial training may result in removal of the Team Member from UCERT.
5. The training program shall 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 shall also be a regular part of firearms training.

C. Equipment

1. The Ulster County Sheriff's Office shall supply and equip Team Member(s) with at least the following equipment:
  - a. Ballistic helmet;
  - b. Hearing protection/Radio Headset;
  - c. Ballistic entry vest (complete with Special Threat inserts);
  - d. Uniform;
  - e. Night Vision;
  - f. Individual First Aid Kit
  - g. Gas mask
2. Member Agencies will supply their Team Members with the following equipment:
  - a. Duty belt for tactical equipment;
  - b. Department issued duty pistol;
  - c. Department issued duty patrol rifle;
  - c. Appropriate amount of ammunition for weapons training and qualification; and
  - d. Portable radio with required frequencies.
3. Team Members shall use appropriate utility type uniforms, of an approved color/pattern. Uniforms shall contain clearly visible and identifiable patches or lettering that identifies the wearer of the uniform as a police officer and or deputy sheriff.
4. Suitable protective footwear bearing slip-resistant soles are required for all Team Members.
5. The UCERT Commander must approve all other items of personal wear and equipment.
6. 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.

7. 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.
8. The UCERT Commander shall issue specialized equipment 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.
9. 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.
10. 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.
11. 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, 317 Shamrock 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.
12. Each Member Agency, agrees to pay the Ulster County Sheriff's Office or replace any original equipment under Section V subsection C (1) when the equipment issued to their assigned member has been lost, stolen, neglected, or intentionally damaged.
13. 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 discharge;
    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 the Agency head of any officer(s) involved and the Ulster County District Attorney's Office. The Ulster County District Attorney's Office shall 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 shall maintain relevant UCERT training records. These files shall be kept in the UCERT Training Office located at the Ulster County Law Enforcement Center.
2. All reports shall be processed and maintained in accordance with the written UCERT Policy and Procedures (a copy is attached hereto as "Exhibit 1").
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 shall 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 shall be referred to the Sheriff.

2. All media releases and statements, when possible, shall 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 shall 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 to facilitate 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.
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, sniper team(s) 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 shall 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 shall 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 shall 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 Sheriffs Communication Center.
3. The Sheriff, Undersheriff or designee shall 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 shall be dispatched immediately to the scene to assist the requesting agency.
5. UCERT activations shall 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., shall 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 shall 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 Agency, their agents or employees, to the extent of their responsibility for such claims, damages, losses and expenses.
- 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 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 Sheriff, the County or their agents or employees, to the extent of their responsibility for such claims, damages, losses and expenses.

## **X. 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.

## **XI. 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. Ulster 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 Ulster 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.

- 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.

## **XII. 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.

## **XIII. 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 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.

***\*\*\*Signature Page Follows\*\*\****

**01/01/2023 – 12/31/2026**

**Chief Administrators' Signatures**

(Approved through resolution by each respective municipality)

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**Ulster County Sheriff**

**Date**

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**Chair, Ulster County Legislature**

**Date**

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**Supervisor, Town of Woodstock**

**Date**

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**Supervisor, Town of New Paltz**

**Date**

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**President, SUNY New Paltz**

**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 Vendor 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 Vendor, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Vendor 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 and 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 not less than **TWO MILLION AND 00/100 (\$2,000,000.00) 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.

## **UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE:**

Umbrella Liability or Excess Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

## **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 for each occurrence and in an amount of not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS general aggregate.**