

## DIRECTIVE

This directive creates the Passaic County Joint Counter-Terrorism Task Force. The purpose of the Passaic County Joint Counter-Terrorism Task Force is to preserve, protect and maintain the domestic security of Passaic County and to develop, implement and manage comprehensive responses to possible terrorist attacks, biological or chemical attacks and other disasters. The Passaic County Joint Counter-Terrorism Task Force's goals are identifying, deterring, detecting and responding to terrorist-related activities, events and attacks.

The Passaic County Joint Counter-Terrorism Task Force will be operated at the direction of the Passaic County Prosecutor. The Passaic County Joint Counter-Terrorism Task Force will be supervised by the Passaic County Counter-Terrorism Coordinator who will be appointed by the Passaic County Prosecutor. The Passaic County Counter-Terrorism Coordinator will report directly to the Passaic County Prosecutor.

In addition to supervising the Passaic County Joint Counter-Terrorism Task Force, the Passaic County Counter-Terrorism Coordinator will be responsible for overseeing the Passaic County Rapid Deployment Team. (See attached memorandum of understanding governing the operation of the Rapid Deployment Team).

The Passaic County Counter-Terrorism Coordinator will also act as liaison between Passaic County and all federal law enforcement agencies regarding all matters related to counter-terrorism. The Passaic County Counter-Terrorism Coordinator will also act as liaison between Passaic County and the New Jersey Office of Counter-Terrorism and the New Jersey State Attorney General's Office of Domestic Preparedness.

The Passaic County Sheriff, each Municipal Police Chief in Passaic County and the Police Chiefs for Montclair State University and William Paterson University shall appoint a law enforcement officer and an alternate to be coordinator/liaison to the Passaic County Joint Counter-Terrorism Task Force. The coordinator/liaison will be responsible for reporting any information, intelligence, events, and investigations relating to terrorism to the Passaic County Counter-Terrorism Coordinator.

The Passaic County Counter-Terrorism Coordinator will report all information, intelligence, events, and investigations relating to terrorism to the Passaic County Prosecutor, Federal Bureau of Investigation, Federal Joint Terrorism Task Force and the New Jersey Office of Counter-Terrorism. The dissemination of any intelligence and information related to counter-terrorism by any member of the Passaic County Joint Counter-Terrorism Task Force to any agency or individual outside law enforcement will only be done so with the permission of the Passaic County Prosecutor.

## **Urban Area Security Initiative Rapid Deployment Force (UASI RDF) Executive Summary**

The UASI RDF was developed to provide a mobile and well trained cadre of law enforcement officers who may be called on to protect against threats of and respond to acts of terrorism and technological/natural disasters that arise in the state. It was organized through a federal grant from the Department of Homeland Security (DHS) to UASI and is the work product of the law enforcement task force (Task Force) that UASI created several years ago. The Memorandum of Understanding that underlays the force is in all respects a mutual aid agreement whose activities shall conform to NIMs guidelines

The individual men and women that comprise the RDF include officers from the myriad of local and county law enforcement agencies in Hudson, Bergen, Union, Passaic, Morris and Essex counties and the cities of Newark and Jersey City as well as the New Jersey State Police. Each individual officer will be provided with standardized training and interoperable equipment that will make him/her completely capable of functioning in an integrated and uniform manner with each other. Together, they will be able to provide a law enforcement response to threats and acts that involve chemical, biological, radiological, nuclear and explosive devices (CBRNE);

From an organizational standpoint, the six counties and two cities that make up UASI and the state police have agreed to build nine, individual Rapid Deployment Teams (RDTs) the nine teams will make up the Force. The actual size of each team is a variable but the goal of the task force is for the RDF to have an authorized strength of approximately 1500 officers by 2007.

From an operational standpoint, these teams may be mobilized in whole or in part and deployed to assist each other and the state if an act of terrorism or other disaster is threatened or actually occurs. Each county team is under the control of its County Prosecutor and that Prosecutor is ultimately responsible for when and where that team will be deployed. The teams from Jersey City and Newark will be under the control of the Hudson and Essex County prosecutor(s) respectively. The State Police Team will be under the control of the Superintendent. The ministerial activities of the RDF will be coordinated by a person appointed by the State police. Incident management guidelines will govern the on site situation after a deployment is made.

**CONTACT:** Capt. Jim McSorley, Special Operations Section, Homeland Security, State Police UASI Law Enforcement Task Force Coordinator 609-882-2000 ext. 2228 and/or email me [jpp3652@gw.nisp.org](mailto:jpp3652@gw.nisp.org)

**Memorandum of Understanding among the Members of the UASI Region and the  
Department of Law and Public Safety, to Create a Rapid Deployment Force of Law  
Enforcement Personnel.**

**1. Purpose:**

The Purpose of this memorandum of understanding (MOU) is to create a regional Rapid Deployment Force (RDF) of law enforcement personnel, which may be called on to protect against threats to critical infrastructure sites, threats to National Special Security events, and respond to acts of terrorism and technological/natural disasters that arise within the State of New Jersey. The activities of the Force will be conducted in accordance with the National Incident Management System (NIMS) guidelines as adopted by the NIMS Integration Center.

**2. Parties:**

The Parties to this MOU are the Department of Law and Public Safety, through the New Jersey State Police, the Counties of Bergen, Essex, Hudson, Morris, Passaic and Union by and through their six County Prosecutors, and the "core" cities of Jersey City and Newark. Collectively, these six counties and two cities comprise an Urban Area Security Initiative (UASI) in the northern region of New Jersey. Each party is contributing a Team of law enforcement officers, hereinafter known as an RDT, to this undertaking.

**3. Definitions:**

"Chief Law Enforcement Officer" means, the County Prosecutor in the counties of Bergen, Essex, Hudson, Morris, Passaic and Union. It may also refer to the person who has been designated by any one of these as the person to whom they have delegated authority, *in writing*, to act on their behalf. In the case of a vacancy in the Office of Prosecutor, it shall mean the person designated as acting by the appointing authority. In the case of the RDT formed by the State Police, it means the Superintendent of State Police or his designee. The parties acknowledge that New Jersey Statutes N.J.S.A. 52:17B-112 require County Prosecutors to cooperate with and aid the Attorney General in the performance of his duties and also require police officers of the counties and municipalities to cooperate with and aid the Attorney General and the County Prosecutors in the performance of their respective duties.

"Rapid Deployment Force (RDF)" means the RDT's from each of the Parties to this agreement that are uniformly trained, equipped and exercised and are available for

activation. The RDF is comprised of a total of nine rapid deployment teams (RDT) that are described herein.

"Rapid Deployment Team (RDT)" means a group of law enforcement officers organized by each Party as contained in paragraph 2. The structure of each RDT shall be as follows:

- Each of the nine Rapid Deployment Teams shall represent a Division of the Rapid Deployment Force
- A Division shall consist of one or more Companies
- A Company shall consist of two or more Platoons
- Each Platoon shall consist of three Squads with a maximum of eight law enforcement officers per squad.

The "Chief Law Enforcement Officer" shall appoint the Division Commander for his/her respective RDT. The Division Commander shall be responsible for all subordinate appointments to the command structure within the RDT. Each Company shall have a Company and Assistant Company Commander. Each Platoon shall have a Platoon and Assistant Platoon Leader. Each Squad shall have a Squad and Assistant Squad Leader.

"Urban Area Security Initiative (UASI)" for the purpose of this agreement refers to the counties of Bergen, Essex, Hudson, Morris, Passaic and Union and to the "core" cities of Jersey City and Newark.

"Urban Area Security Initiative Law Enforcement Task Force" means a representative from each of the parties to this MOU that meet together to further the purpose of this agreement.

"Rapid Deployment Force Coordinator" means a person appointed by the Superintendent of the State Police who shall be a member of the State Police, to coordinate the ministerial activities of the RDF, as defined herein, on behalf of the UASI Law Enforcement Task Force.

"Baseline Training" refers to basic first aid, CPR, WMD awareness and operations, HAZMAT awareness and operations, ICS 100, 200 and, for Platoon Leaders and above, ICS 300, and any other training that the UASI Law Enforcement Task Force hereafter determines to be basic and essential for all RDF members.

#### **4. Mutual Aid Agreement:**

This MOU shall be considered a Mutual Aid Agreement between and among the parties here-to, in accordance with The New Jersey Civilian Defense and Disaster Control Act ("ACT") C.APP.A9-60 Et. Seq. The establishment of this RDF does not supplant, change, alter or otherwise modify any pre-existing mutual aid agreement(s) between or among the parties or the individual agencies comprising each party RDT.

**5. Assignment to RDT:**

Each "Chief Law Enforcement Officer" shall use his/her best efforts to have law enforcement officers assigned to their respective RDT within sixty days after executing this MOU. The parties shall endeavor to have all officers assigned to the RDT for a minimum of three years from the date of their assignment.

**6. Training and Exercises:**

Each officer assigned to an RDT shall have "baseline training" as defined above. Each officer's law enforcement agency shall be fully responsible for such training. Certifications for such training shall be maintained in current status, where that status is applicable. "Baseline Training" shall be achieved as soon as possible. In addition thereto, each officer will attend and complete four team training days per year along with one exercise annually. The dates for the yearly team training and exercise shall be scheduled by the RDT Division Commander, after consultation with the RDF coordinator.

**7. Equipment:**

Each party supplying an RDT shall be issued equipment for their RDT members. The equipment will be purchased and disbursed by the New Jersey State Police. Such equipment shall become the property of each party to this agreement. Each RDT shall assign and use this equipment for the sole benefit of the RDT. All expenses including but not limited to insurance, storage, and maintenance of such equipment shall be borne by the governmental subdivision that receives it. The State of New Jersey may audit the use of such equipment from time to time to ensure compliance with the above.

**8. Activation:**

Subject to the overriding authority of the Governor during a state of emergency to invoke emergency powers under the state constitution and state statutes and the authority of the Attorney General to receive law enforcement cooperation, requests for activation shall be made in the first instance to the "Chief Law Enforcement Officer" who shall assess each request and the existence of any pre-existing mutual aid agreements that may be invoked. The "Chief Law Enforcement Officer" may request any or all RDT(s) to respond. All requests for mutual aid shall be in writing. In an emergency, the request can be made orally. All oral requests shall be followed with a written request by teletype or similar electronic communication which shall be made no later than 24 hours following the

request for activation. No RDT may be activated without the consent of its "Chief Law Enforcement Officer".

#### **9. Deployment:**

Whenever a Team is activated pursuant to paragraph 8 and deployed to another county, it shall remain under the command and control of its Division Commander or such other person assigned by the Chief Law Enforcement Officer or Division Commander, subject to compliance with the incident command structure in effect at the place of deployment.

#### **10. Duties of Rapid Deployment Force Coordinator:**

This officer shall facilitate communication among the RDTs and perform the following additional ministerial tasks:

- Maintain a current list of RDF personnel.
- Arrange for the purchase and delivery of equipment to each RDT.
- Facilitate the training, exercise and physical evaluation programs for all RDF personnel as established by the UASI Law Enforcement Task Force.
- Evaluate and process funding related to equipment, training and exercises, as established by the UASI Law Enforcement Task Force.
- Such other tasks as the UASI Law Enforcement Task Force shall decide.

#### **11. Powers and Duties of Activated Persons:**

Each officer assigned to an RDT that is deployed outside the jurisdiction where that officer is actually employed, shall have all the powers, duties, privileges and immunities as conferred by law. No person assigned as a member of a RDT shall be considered an employee or any jurisdiction other than the jurisdiction where the person is regularly employed.

The agreement recognizes that under current statutory law a police officer operating outside of his/her jurisdictional area of responsibility is not empowered to arrest persons for disorderly or petty disorderly offenses. Under the terms of this agreement it will be a standing operational procedure that whenever police officers are deployed outside their respective jurisdictions they will be accompanied by a liaison from the local jurisdiction they are deployed to or some other appropriate county or state authority. This liaison will actually execute any arrests that involve disorderly or petty disorderly offenses.

#### **12. Ongoing Committees:**

The parties to this MOU have formed Committees to make recommendations to the UASI Law Enforcement Task Force as follows:

Command and Control  
 Training  
 Equipment  
 Strategic Planning  
 Legal & Legislative Issues

These committees will meet as is necessary to further the purpose of this agreement and report to the Northern UASI Region's Law Enforcement Task Force.

13. Duration and Modification:

This MOU shall remain in effect until terminated by the Parties, which shall be in writing to all the parties, after consultation with the Attorney General. Any changes to the terms of this agreement shall be in writing and signed by an authorized representative of each of the Parties.



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 Peter C. Harvey, Attorney General  
 Department of Law and Public Safety

3/18/05

\_\_\_\_\_  
 Date



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 Superintendent Joseph R. Fuentes  
 Division of State Police

3/18/05

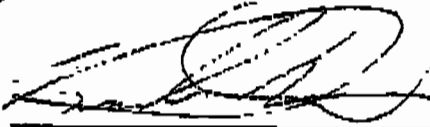
\_\_\_\_\_  
 Date



\_\_\_\_\_  
 John J. Molinelli  
 Bergen County Prosecutor

2-15-05


\_\_\_\_\_  
 Date



\_\_\_\_\_  
 Paula T. Dow  
 Acting Essex County Prosecutor

2-15-05


\_\_\_\_\_  
 Date

  
 Edward J. De Fazio  
 Hudson County Prosecutor


2/17/05  
 Date

  
 Michael M. Rubbinaccio  
 Morris County Prosecutor

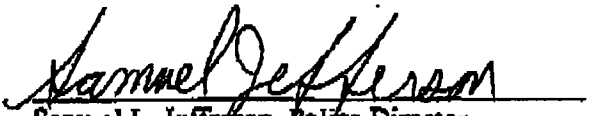
2/15/05  
 Date

  
 James F. Wyglinao  
 Passaic County Prosecutor


2/15/05  
 Date

  
 Theodore J. Romankow  
 Union County Prosecutor

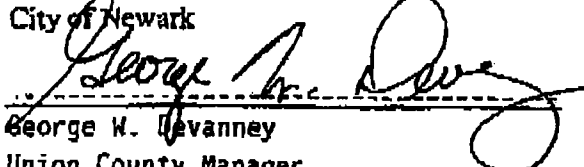
3/7/05  
 Date

  
 Samuel L. Jefferson, Police Director  
 City of Jersey City

2/22/05  
 Date

  
 Anthony Ambrose, Police Director  
 City of Newark

2/22/05  
 Date

  
 George K. Devaney  
 Union County Manager

3/7/05  
 Date