

SPECIAL DEPUTIZATION AGREEMENT

WHEREAS the County of Oneida and the Oneida Indian Nation of New York ("the Nation") are interested in assuring public safety through law enforcement effective to serve the needs of their respective county residents and Nation members; and

WHEREAS the Nation has actual possession of land in the County of Oneida held by the Nation through fee ownership or through lease or rental; and

WHEREAS the Nation's land includes the tract upon which the Turning Stone Casino is built, a business operation used in significant numbers by Oneida County residents and visitors to the County of Oneida; and

WHEREAS the Nation by Ordinance has established a Police force comprised of trained, qualified personnel; and

WHEREAS it is appropriate and in the public interest for the Nation Police to enforce the laws of the State of New York in appropriate circumstances;

NOW, THEREFORE, the Oneida County Sheriff and the Nation agree as follows:

1. For the purpose of special deputization under this agreement, the "geographic area of employment," as that term is used in the Criminal Procedure Law, of the Oneida Police shall be land in the County of Oneida actually possessed by the Nation as a result of fee ownership or pursuant to lease or rental. This area includes but is not limited to the Turning Stone Casino and the Nation offices in Vernon. For the purpose of the special deputization under this agreement, the geographic area of employment of the Nation Police shall not include any part of the County of Oneida beyond that specified in the preceding sentence.

2. The Oneida County Sheriff will specially deputize qualified officers of the Nation Police upon a request in writing from the Nation's Commissioner of Public Safety. An officer is qualified only if previously certified by the New York State Division of Criminal Justice Services ("DCJS"). In his written request for certification of an officer, the Nation's Commissioner of Public Safety must state that the officer to be deputized is qualified and that he has been certified by DCJS. A specially deputized officer shall be a police officer as that term is used in CPL § 1.20(34)(b).

3. Nation Police officers acting pursuant to their deputization under this agreement shall act within the requirements of CPL § 140.10 to make arrests for violations of the laws of the State of New York.

4. Upon making an arrest pursuant to the special deputization in this agreement, a member of the Nation Police shall follow the procedures specified in CPL §§ 120.90 and 140.20 or shall deliver the arrested person promptly to an appropriate Oneida County Deputy Sheriff. The Nation commits that members of the Nation Police involved in any arrest will promptly provide all relevant information required for booking, charging, or trial, and will appear as witnesses at trial if called.

5. This agreement -- and any deputization made pursuant to this agreement -- shall expire at 11:59 p.m. on January 15, 1995, or upon delivery to the Nation of a written revocation of the agreement by the Sheriff of Oneida County, or upon the termination of any officer's employment by the Nation Police, whichever occurs first.

6. Nothing in this agreement shall operate or be construed to make either the County of Oneida or the Oneida County Sheriff responsible for providing or bearing the expense

of providing any employment benefits or entitlements to members of the Nation Police specially deputized under the terms of this agreement, including but not limited to worker's compensation, line of duty injury benefits and personal liability protection.

7. It is understood by the parties that nothing contained in this agreement shall operate to exclude any federal, state, local or Nation law enforcement agency from exercising its lawful and proper jurisdiction at any place or time. Both the Oneida County Sheriff and the Nation Police shall be free to request assistance from or provide assistance to any other federal, state or local law enforcement agency at any place or time.

8. The Nation agrees to defend and indemnify the County of Oneida and the Oneida County Sheriff in the event and to the extent that any claim, action or lawsuit is brought against either of them, or any of their officers, deputies, agents, servants or employees, if such claim, action or lawsuit arises out of the act or omission of any member of the Nation Police specially deputized hereunder, but there shall be no such defense or indemnity to the extent that any such claim, action or lawsuit arises out of the negligent, intentional or otherwise wrongful act or omission of the County of Oneida, the Oneida County Sheriff, or any of their officers, deputies, agents, servants or employees.

9. The Nation agrees to waive its sovereign immunity as to any action by the County of Oneida, the Oneida County Sheriff or any of their officers, deputies, agents, servants or employees to enforce their rights to defense or indemnity under this agreement, but only to the extent of the insurance coverage required under this agreement, beyond which there is no waiver of sovereign immunity. The Nation expressly does not waive sovereign immunity as against any claim other than a claim for defense or immunity under this agreement or as against

any other persons or entities other than the County of Oneida, the Oneida County Sheriff and their officers, deputies, agents, servants or employees. As to all other persons or entities and all other claims, the Nation expressly retains its sovereign immunity.

10. The Nation agrees to provide the Oneida County Attorney with proof of liability insurance coverage up to one million dollars per occurrence, satisfactory to the Oneida County Attorney, wherein the County of Oneida and the Oneida County Sheriff are named as additional insureds for the purpose of protecting the insureds against liability on claims, actions and lawsuits for personal injuries, property damage and civil rights deprivations arising out of the acts or omissions of any member of the Nation Police.

11. Each Special Deputy so deputized under this agreement shall sign documents in the forms attached to this agreement as Exhibit A and Exhibit B.

12. This Agreement may be terminated by either party, in a written notice delivered to the other, provided that the defense and indemnification obligations relating to acts or omissions prior to termination of the agreement shall survive such termination. Written notice of termination shall be sent by certified or registered mail, return receipt requested, and shall be effective upon delivery. Such notices shall be mailed to Oneida County Sheriff, Law Enforcement Building, Judd Road, Oriskany, New York 13424 and to Nation Representative, Oneida Indian Nation of New York, Route 5, P.O. Box 1, Vernon, New York 13476.

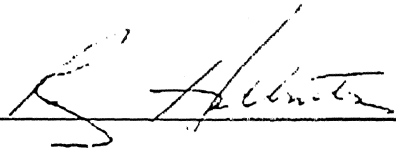
13. This agreement shall be executed in two counterparts, either of which shall valid and effective. Each party is to retain one of the counterparts.

14. This is a fully integrated agreement containing all of the agreements of the parties.

15. This agreement shall be effective this _____ day of January, 1994.

Oneida Indian Nation of New York
By: Ray Halbritter,
Nation Representative

Gerald Washburn
Oneida County Sheriff





OFFICE OF THE SHERIFF

DANIEL G. MIDDAUGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

NOTICE TO ONEIDA INDIAN NATION OF NEW YORK

Date: April 17, 2000

Attention: Highest Ranking Officer on Duty
Oneida Indian Nation Police Headquarters
Union Street
Onieda, New York 13421

HAND DELIVERY

RE: Termination of Special Deputization of Nation Police
Under Special Deputization Agreement of **April 1, 1999**

Sir:

Pleased be advised that this letter serves to terminate the Special Deputization of all of the Officers of the Nation Police, a list of which is attached hereto and made a part hereof as Schedule A, heretofore specially deputized under the Special Deputization Agreement of April 1, 1999 between and among the Oneida Indian Nation of New York, Oneida County and the Oneida County Sheriff. This termination of the Special Deputization is effective immediately on the date and at the time of service hereof. Said termination is in accordance with paragraph 13 of the Agreement which provides for termination of the Special Deputization upon written notice.

Very truly yours,


Daniel G. Middaugh
Oneida County Sheriff

Encl: Schedule A- Listing of Officers

Cc: Ray Halbritter, Nation Representative (first class mail)
Art Pierce, Public Safety Commissioner (first class mail)
John Folino, Chief of the Oneida Indian Nation Police (first class mail)

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