

SPECIAL DEPUTIZATION AGREEMENT

WHEREAS, the County of Madison 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 Madison set forth and identified in Schedule 1; and

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

WHEREAS, the Nation by Ordinance has established a Police force comprised of trained, qualified personnel (hereinafter "Nation Police"); 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 Madison County Sheriff, Madison County 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

Nation Police shall be land set forth and identified in Schedule 1. Such area may be expanded upon agreement in writing between the Madison County Sheriff and the Nation's Representative. Such area may be reduced by notice in writing given by any party and sent or delivered in the same manner as a notice of termination under Paragraph 13 hereof.

2. The Madison County Sheriff will specially deputize qualified officers of the Nation Police upon a request in writing from the Nation's Commissioner of Public Safety, whose deputization shall terminate when such officer terminates employment with the Nation Police; when this agreement terminates; or upon delivery by the Madison County Sheriff or his designee of notice terminating such officer to the highest ranking officer on duty at the Nation's Police Headquarters located at Union Street, City of Oneida. Such notice shall include the officer's(s') name, date of termination, time of termination and the signature of the Sheriff or his designee. Pursuant to the provisions of paragraph 13, the Madison County Sheriff shall have the authority, in his sole and absolute discretion, to revoke, at any time, without prior notice or reason, any deputization or to terminate this contract in its entirety.

An officer is qualified only if previously certified by the New York State Division of Criminal Justice Services ("DCJS") upon successful completion of the Basic Course for Police Officers which satisfies the minimum criteria established by the Municipal Police Training Council for police officers. In his written request for certification of an officer, the Nation's Commissioner of Public Safety must certify that the officer to be deputized is qualified and that such officer has been certified by DCJS, and must provide, in addition to such further proof of qualification as may be reasonably required by the Sheriff, true copies of MPTC certificate, firearms qualifications with use of force training certificate, and a completed background including but not limited to criminal history and results of any drug testing and/or psychological testing, plus any and all other certifications.

A specially deputized officer shall be a police officer as that term is used in CPL § 1.20(34)(b). The Nation's Commissioner of Public Safety must immediately notify the Madison County Sheriff whenever an officer appointed as a special deputy is arrested, suspended from employment, terminated, disabled so as to be incapable of performing special deputy duties or transferred to a position not requiring deputization.

Upon the occurrence of such an event, the deputization of such officer shall be automatically terminated.

Upon receipt of such notice, the Madison County Sheriff may, but is not required to, review the circumstances and may choose to redeputize such officer. In addition the Nation will notify the Sheriff of any incident that may result in disciplinary action at step 2 (above written reprimand) and/or result in a lawsuit. This will include but not be limited to claims of sexual harassment, use of force, or reckless behavior.

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. Protocols, set forth and attached hereto and made a part hereof as Schedule 3, at all times must be followed. Such protocols may be altered from time to time by agreement in writing between the Sheriff and the Nation's Representative.

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 Madison 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, and the Nation's Police will cooperate in all respects with the Madison County Sheriff and the Madison County District Attorney in connection therewith.

5. The Madison County Sheriff's Department shall assess, and the Nation shall pay, for reasonable and necessary administrative costs incurred by the Sheriff's Department in implementing this special deputization agreement. These costs shall include actual employee and non-employee expenses reasonably necessary for the Sheriff's Department to perform its administrative responsibilities under this agreement. Nation Police shall meet quarterly with the Madison County Sheriff to assess the cost of this agreement. In no event shall the County assess and the Nation pay hereunder less than the sum of \$ 1375.00 per quarter, payable January 1, April 1, July 1, and October 1. In addition the Nation shall reimburse the County of Madison for employment criminal background checks at a cost agreed upon by the Madison County Sheriff and the Oneida Indian Nation.

6. This agreement shall expire at 11:59 PM on September 30, 1995, or upon delivery to the Nation of a written

revocation of the agreement by the Sheriff or Madison County, or upon delivery to the Madison County Sheriff of a written revocation of the agreement by the Nation's Representative.

7. Nothing in this agreement shall operate or be construed to make either the County of Madison or the Madison 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. In the event Madison County or the Madison County Sheriff shall be compelled by New York State or Federal administrative order or an order of a Court to pay same, then the Nation shall reimburse the costs and expense relating to same.

8. 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 Madison County Sheriff and the Nation Police shall be free to request assistance from or provide assistance upon request to any other federal, state or local law enforcement agency at any

place or time.

9. Regarding the operations and responsibilities concerning this agreement, the Nation further covenants and agrees to indemnify, defend and hold harmless the County of Madison, the Sheriff of Madison County and his and its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Nation, the Nation Police, and its or their employees or agents in connection with this agreement and/or the deputization hereunder; provided, however, there shall be no such defense or indemnity to the extent that any such claim, action or lawsuit arises solely out of the negligent, intentional or otherwise wrongful act or omission of the County of Madison, the Madison County Sheriff, or any of their officers, deputies, agents, servants or employees. Any provision in this agreement to the contrary notwithstanding, the Nation's waiver of sovereign immunity and the obligation to indemnify, defend and hold harmless shall be effective

notwithstanding any determination by any court or administrative agency that the deputization contemplated hereby was for any reason defective or legally ineffective.

10. The Nation agrees to, and hereby does, waive its sovereign immunity as to any action by the County of Madison, the Madison County Sheriff, or any of their officers, deputies, agents, servants or employees to enforce their rights to payment, defense or indemnity under this agreement. The Nation expressly does not waive sovereign immunity as against any claim other than a claim for payment, defense or indemnity under this agreement or as against any other persons or entities other than the County of Madison, the Madison County Sheriff and their officers, deputies, agents, servants or employees. As to all other persons or entities and all other claims, and to any claim or damage beyond that expressly described in the limited waiver, the Nation expressly retains its sovereign immunity.

11. The Nation agrees to provide the Madison County Attorney with proof of liability insurance coverages detailed in the attached Schedule 3, satisfactory to the Madison County Attorney, wherein the County of Madison, the Madison County Sheriff, Madison County

District Attorney, Madison County Assistant District Attorneys and Criminal Investigator 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.

12. Each Special Deputy so deputized under this agreement shall sign documents in the forms attached to this agreement as Exhibit A and Exhibit B. The special deputization will be accomplished by the Sheriff executing a deputization in the form attached to this agreement as Exhibit C.

13. This agreement may be terminated by any party, in a written notice delivered to the others, 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; alternatively, written notice of termination may be personally served by the Madison County Sheriff upon any one of the following: Nation's Representative, Nation's Commissioner of Public Safety, Chief of the Nation's Police or the highest ranking

officer on duty at the Nation's Police Headquarters located at Union Street in the City of Oneida, which termination shall be constituted and effective upon such personal service.

Written notices by mail shall be addressed as follows:

Nation's Representative
Executive Office
Route 5, PO Box 1
Vernon, NY 13476

Madison County Sheriff
County of Madison
PO Box 16
Wampsville, NY 13163

Chairman, Board of Supervisors
County of Madison
PO Box 635
Wampsville, NY 13163

14. This agreement shall be executed in three counterparts, any of which shall valid and effective. Each party is to retain one of the counterparts.
15. This is fully integrated agreement containing all of the agreements of the parties.

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16. This agreement shall be effective this _____ day of
October, 1994.

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

County of Madison
By: Ronald Cary,
Sheriff

County of Madison
By: Larry Carpenter, Chairman
Board of Supervisors

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On this _____ day of _____, 1994, before me personally
came RAY HALBRITTER, to me know, who, being by me duly sworn, did
depose and say that he resides in _____, New
York; that he is the legally constituted NATION'S REPRESENTATIVE
OF THE ONEIDA INDIAN NATION OF NEW YORK, the entity described in
and which executed the above Instrument; and that the same was
executed with full authority to bind such Nation to its terms.

Notary Public, State of New York
Appointed in _____ County,
My commission expires:

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STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On this _____ day of _____, 1994, before me personally appeared RONALD CARY, to me known, and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public, State of New York
Appointed in _____ County,
My commission expires:

STATE OF NEW YORK)
COUNTY OF MADISON) ss.:

On this _____ day of _____, 1994, before me personally came LARRY CARPENTER, to me know, who, being by me duly sworn, did depose and say that he resides in Clockville, New York; that he is the CHAIRMAN OF THE BOARD OF SUPERVISORS, the municipal corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal that it was so affixed by order of the Board of Supervisors of said corporation; and that he signed his name hereto by order of the Board of Supervisors of same.

Notary Public, State of New York
Appointed in _____ County,
My commission expires:

Madison County Sheriff's Department

PO Box 16, WAMPSVILLE, NEW YORK 13163

RONALD I. CARY
SHERIFF

D. P. BAILEY
UNDERSHERIFF

CAPT. G. E. ABRAMS
CRIMINAL DIVISION

CAPT. R. P. PHILLIPS
CORRECTIONAL DIVISION

SHERIFF	(315) 366-2318
UNDERSHERIFF	366-2404
JAIL	366-2289
EMERGENCY	366-2311
CIVIL DIVISION	366-2324
	366-2325
PISTOL PERMITS	366-2406
SHERIFF'S IDS	
FAX #	366-2286

NOTICE TO ONEIDA INDIAN NATION OF NEW YORK

Date: April 17, 2000

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

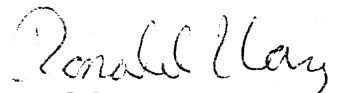
HAND DELIVERY

RE: Termination of Special Deputization of Nation Police
Under Special Deputization Agreement of 10-01-95

Sir:

Please 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 October 1, 1995 between and among the Oneida Indian Nation of New York, Madison County and the Madison 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 2 of the Agreement which provides for termination of the Special Deputization upon written notice.

Very truly yours,



Ronald I. Cary
Madison 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)

SCHEDULE A

List of Officers of Oneida Nation Police, deputation of whom is **revoked** effective the date and time of serving of this notice.

Commissioner Arthur F. Pierce
Police Chief John Folino
Deputy Chief John McQueeney
Captain Robert L. Ryan
Investigator John M. Blumer
Lieutenant Daniel A. Caputo
Sergeant Russell W. Pitoniak
Sergeant Thomas Collins
Investigator Frank V. Simonelli
Lieutenant Ted Palmer
Investigator John R. Morlock
Officer Kenneth E. Ammann
Officer Thomas Costello
Investigator Kenneth F. Fish
Sergeant Matthew M. Flanigan
Officer Manfred F. Florian
Investigator Robert M. Fritzen
Officer Jeffrey W. Jost
Officer George W. Koch
Officer Larry D. Kutz
Officer Kristen L. Manwaring
Sergeant Ronald L. Owen
Officer William J. Pendock
Officer Gary R. Schreppel
Sergeant Joseph Sowich
Officer Kevin J. Storm
Officer David M. Wheeler
Officer Barry Cummings
Officer Darryl Gillette
Officer Glenn Phelps
Officer Eugene Rifenburg
Officer Stephen Ruddy
Officer Lori Billy
Officer David Taurisano
Officer Kevin O'Neil