

**DEPUTIZATION AGREEMENT  
BETWEEN THE  
ONEIDA NATION  
AND THE  
OUTAGAMIE COUNTY SHERIFF**

THIS AGREEMENT, by and between the ONEIDA NATION (the "Tribe"), a federally recognized and treaty Tribe, and the OUTAGAMIE COUNTY SHERIFF (the "Sheriff") (collectively, the "parties"), the duly elected chief law enforcement officer of OUTAGAMIE COUNTY, a municipal government organized under the laws of the State of Wisconsin,

**WITNESSETH:**

**WHEREAS,** the Tribe and the County have been good neighbors and desire the spirit of cooperation between the two governments to continue; and

**WHEREAS,** the Tribe and the Sheriff desire to promote cooperation and coordination in the provision of law enforcement services to constituents; and

**WHEREAS,** the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, and encompasses approximately 65,400 acres; and

**WHEREAS,** the boundaries of the Oneida Reservation and the boundaries of the County overlap, and a portion of the Oneida Reservation lies within the County; and

**WHEREAS,** the Tribe has established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

**WHEREAS,** the Oneida Police Department and the Sheriff work collaboratively to prevent and deter the commission of criminal offenses, and to promote effective law enforcement for the benefit of the entire community; and

**WHEREAS,** the General Tribal Council of the Tribe is authorized to enter into this Agreement pursuant to Article IV, Section 1(a) of the Tribe's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

**WHEREAS,** the Sheriff is authorized to enter into this Agreement pursuant to sections 59.26(5), 59.28(1) and (2), and 66.0301(1) and (2) of the Wisconsin Statutes; and

**WHEREAS,** it is mutually beneficial for the parties to put their understandings in writing;

The Tribe and the Sheriff hereby agree to the following terms and conditions:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon signature by a duly authorized representative of the Tribe and the Sheriff, shall remain in effect through the Sheriff's term of office, and shall automatically renew upon re-election of the Sheriff and be effective through each successive term of office of the Sheriff.
2. **COMPLIANCE WITH Wis. Stat. s. 165.92(3M).** The Tribe and the Sheriff recognize that Wis. Stat. s. 165.92(2) authorizes tribal law enforcement officers to exercise the same powers to enforce the laws of the state and to make arrests for violations of such laws as sheriffs have, and that Wis. Stat. s. 165.92(3m) requires the Tribe to either pass a resolution waiving its right to sovereign immunity to the extent necessary to allow the enforcement in the courts of this state of its liability or to maintain an insurance policy covering any liabilities that may arise from the acts or omissions of its tribal law enforcement officers before its officers can exercise such powers. . This agreement is contingent on the Tribe's ongoing compliance with the provisions of Wis. Stat. s. 165.92(3m), or any statutory successor should the current statute be revised, renumbered or relocated within Wisconsin's statutory code.
3. **SCOPE OF DEPUTIZATION.** The Sheriff may deputize any or all of the Oneida Police Department Officers, consistent with Wisconsin Law and the provisions set forth below. Each such deputized Oneida Police Department Officer shall be deputized while working within the portion of Outagamie County which lies within the Oneida Reservation Pursuant to and within the scope of such deputization, each deputized Oneida Police Department Officer shall be authorized to effectuate the arrest of all persons and to issue civil infraction notices or citations to all persons under Wisconsin Law and Outagamie County Ordinances within the portion of Outagamie County which lies within the Oneida Reservation. The parties further acknowledge the responsibilities both the Tribe and the Sheriff have to the citizens of Outagamie County. The parties therefore agree that the Sheriff's Department shall have primary investigative and law enforcement responsibility for criminal activity, civil infractions, or other incidents occurring on property within the Reservation not held in trust by the United States for the benefit of the Tribe or a tribal member, owned in fee by the Tribe or a tribal entity, or owned in fee by a Tribal member. The parties further agree that the Oneida Police Department shall have primary investigative or law enforcement responsibility for criminal activity, civil infractions, or other incidents occurring on property within the Reservation held in trust by the United States for the benefit of the Tribe or a tribal member, owned in fee by the Tribe or a tribal entity, or owned in fee by a Tribal member.
4. **OPERATIONAL PLANS AND PROTOCOLS.** The Chief of the Oneida Police Department and the Sheriff may jointly promulgate operational plans or protocols in order to implement and effectuate the intent and purposes of this Agreement. The provisions of any such operational plans or protocols shall be consistent with the provisions of this Agreement.

5. SUPERVISION AND COMPENSATION. Oneida Police Department Officers deputized pursuant to this Agreement shall remain employees of the Tribe and shall remain under the control and supervision of the Tribe and the Oneida Police Department. Oneida Police Department Officers deputized pursuant to this Agreement are not employees of Outagamie County. The Tribe shall remain responsible for its employees' salaries, insurance, and civil liability. Each deputized Oneida Police Department Officer shall be deemed to be performing regular duties for the Oneida Police Department while performing services for the County pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Sheriff's deputies while off-duty.
6. COSTS. The Tribe shall assume responsibility for all costs incurred by Oneida Police Department Officers under this Agreement. The Sheriff shall assume responsibility for all costs incurred by Deputies employed by the Sheriff's Department.
7. IMMUNITIES. With the exception of those noted in Section 2 above, all immunities from liability, and exemptions from laws, ordinances, and regulations, which deputized Oneida Police Department Officers possess in their own jurisdiction shall be effective in the county's jurisdiction in which the Oneida Police Department Officers are providing assistance, unless otherwise prohibited by law: The provisions of 25 U.S.C. § 5321(d) and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
8. HOLD HARMLESS. The Tribe shall protect and defend, and indemnify and hold harmless the County, the Sheriff, the Outagamie County Sheriff's Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of deputized Oneida Police Department Officers. The Sheriff shall protect and defend, and indemnify and hold harmless the Tribe, the Chief of Police, the Oneida Police Department, and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of officers of the Sheriff's Department. The Tribe and the Sheriff shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall the Tribe or the County be liable for acts or omissions of the officers or employees of the other party.
9. SUSPENSION. If any provision of this Agreement is violated by the Sheriff, his officers, agents, or employees, the Tribe may immediately suspend or terminate this Agreement upon written notice to the Sheriff. A suspension shall continue until the Tribe is satisfied that the violation has been corrected and will not recur. If any provision of this agreement is violated by the Tribe, its officers, agents, or employees, the Sheriff may immediately suspend or terminate this Agreement, or immediately suspend or terminate the deputization of such person or persons upon written notice to the Tribe. A suspension shall continue until the Sheriff is satisfied that the violation has been corrected and will not recur. Either party may exercise the power to suspend or terminate the deputization of an officer, agent, or employee without suspending or terminating this Agreement.

10. AMENDMENT. The parties may from time to time amend the provisions of this agreement as may be deemed necessary or appropriate. Either party may request amendment of this Agreement and it shall be incumbent upon the other party to consider and discuss such amendment with the requesting party in good faith. No provision of this Agreement may be changed, amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by a duly authorized representative of the Tribe and the Sheriff. This agreement shall supersede all prior agreements between the parties pertaining to deputization of law enforcement officers.
11. REVOCATION. This Agreement maybe revoked or terminated at any time by the Tribe or the County upon delivery of written notice to the other party.
12. SEVERABILITY. In the event that any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it is the intent of the parties that the remaining sections or provisions, and any amendments thereto, shall continue in full force and effect.
13. NOTICE. Every notice which one party may be required or permitted to serve to the other party under this Agreement shall be in writing and shall be personally delivered or sent by first-class, certified or registered United States mail, postage pre-paid, return receipt requested, to the other party at its address listed below or such other address as the party may hereafter by written notice inform the other party.

Notices to the Tribe shall be sent to:

Chief of Police  
Oneida Police Department  
PO Box 365  
2783 Freedom Road  
Oneida, Wisconsin 54155

Notices to the Sheriff shall be sent to:

Sheriff Clint C. Kriewaldt  
Outagamie County Sheriff's Department  
3030 E. Goodland Drive  
Appleton, Wisconsin 54911

Every notice shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever is sooner, except that any notice of change of address shall be effective only upon receipt by the party to whom such notice is addressed.

14. SAVINGS CLAUSE Nothing in this Agreement shall be construed to cede any jurisdiction of either party, waive any immunities, modify the requirements for arrest or search and seizure, accomplish any act in violation of state, tribal or federal law, or subject the parties to any liability to which they would not otherwise be subject by law.

15. INTEGRATION. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Tehassi Hill  
Tehassi Hill, Chairman  
Oneida Business Committee

Date: 2-27-2019

Clint Kriewaldt  
Clint Kriewaldt  
Outagamie County Sheriff

Date: 01/28/2019