

LAW ENFORCEMENT MUTUAL AID AGREEMENT

BETWEEN

ONEIDA NATION IN WISCONSIN

and

CITY OF GREEN BAY

THIS AGREEMENT, entered into in duplicate, by and between the parties, Oneida Nation in Wisconsin, a federally recognized and treaty tribe ("Oneida Nation"), P.O. Box 365, Oneida WI 54155, and City of Green Bay, a local government organized under the laws of the State of Wisconsin ("City"), 100 N. Jefferson Street, Green Bay, WI 54301.

WITNESSETH:

WHEREAS, the City and the Oneida Nation have good relations in the area of law enforcement and desire the spirit of cooperation to continue between the two police departments; and

WHEREAS, the City and Oneida Nation desire to enter into a mutual aid agreement for the benefit of their respective communities; and

WHEREAS, the meaning of "requesting department" for the purposes of this Agreement means that department which is responsible for providing the first response for police, canine services, emergency medical or rescue situation; and

WHEREAS, the meaning of "responding department" for the purposes of this Agreement means the department which will provide a mutual aid response to police, canine services, emergency medical or rescue situation; and

WHEREAS, the Chiefs from Oneida Police Department and Green Bay Police Department are dedicated to a strong working relationship based upon the premise of cooperation and mutual respect; and

WHEREAS, the Chiefs desire to reinforce their conviction that each department is willing and able to provide assistance in the form of trained personnel or equipment and specialized equipment when requested of the other.

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation and the City mutually agree on the terms and conditions as follows:

1. TERM. The term of this agreement will begin on August 1, 1996 and terminate on December 31, 1998, with automatic renewal on a month to month basis, unless terminated in writing by one of the parties.
2. PURPOSE. The Oneida Nation and the City reciprocally agree to provide law enforcement mutual assistance upon the request of the other party's department, notwithstanding any other jurisdictional provision or limitation. The primary responsibility of the law enforcement departments is to provide protection and service to members of their respective communities. However, when circumstances allow, officers should respond to requests for assistance from the other party's department. While acting in response to such request, the law enforcement personnel is deemed an employee of the requesting department.
3. AREAS OF RESPONSIBILITY. The Oneida Police Department will be responsible for providing primary service to the areas commonly known as Three Sisters Subdivision, the "Summers" tract on Country Club Road, the Oneida Accounting Building at 2155 Hutson Road, the Oneida Human Resource Department at 2630 W. Mason Street, the Oneida Retail Office Building at 2701 W. Mason Street, Oneida Healthworks Mall at 2669 W. Mason Street, Oneida Tribal Office Building at 701-703 Packerland Drive, Oneida Governmental Services/Enterprises at 2514 W. Mason Street and Westwind One Stop on Mason Street with future Oneida tribal properties to be added as mutually agreed upon by the Oneida Police Chief and the Green Bay Police Chief. The Green Bay Police department will be responsible for providing primary police service to all other areas within the City of Green Bay.
4. RESPONDING TO REQUESTS FOR ASSISTANCE.
 - A. Officers from one department will assist any officer from the other department whenever such assistance is requested by word or action.
 - B. In responding to requests for assistance from the requesting department, the officer will immediately notify his/her Communications Center, unless such request for assistance was given by the Communications Center. If the officer expects to leave his/her home jurisdiction for a considerable amount of time, the Communications Center will be asked to notify his/her supervisor.
 - C. If for some reason the officer is not able to respond to the request for assistance from the requesting department, the Communications Center will notify the requesting department immediately. As soon as officers are free to respond from the responding department, the officer or the Communications Center will notify the requesting department and determine if assistance is still needed.

- D. An officer responding to a request from the requesting department will make every effort to return as quickly as possible to his/her own jurisdiction. Once the response situation is concluded, the requesting department will utilize its own officers to take the necessary follow-up steps.
- E. Refusal, insubordination, misconduct or any other non-professional behavior from any officer from the requesting or responding department will be dealt with according to the rules and regulations of that officer's department.

5. HANDLING OF CALLS.

- A. Calls for assistance within the areas above-described in Paragraph 3 are the sole responsibility of the department of that jurisdiction. If all officers are busy, the department may make a request of the other party's department.
- B. When the responding department handles a call in its entirety, the responding department will be responsible for getting a copy of the call report to the requesting department. The requesting department is responsible for all follow-up work.
- C. In situations involving major crimes such as large drug cases, stabbings, aggravated battery, kidnapping, sexual assaults, arson, child abuse, extensive property damage, traffic fatalities, bomb threats, etc. for areas in which the Oneida Police Department is primarily responsible, the Oneida officer will advise the Green Bay Police Department by phone or radio and will continue providing updates on the status of the situation. In situations involving homicides attempted homicides, suspicious SIDS deaths all suspicious deaths suicide and armed robberies, the Green Bay Police Department will be the lead investigative unit and the Oneida Police Department will assist with the investigation.
- D. In case of a major crisis, Part I crimes as defined in 18 USC §1153, bomb threats, etc. for areas in which the Oneida Police Department is primarily responsible, the Oneida officer may request assistance at his/her discretion, following department policies and guidelines.

6. PAYMENT FOR ASSISTANCE.

- A. Officers will be paid and otherwise compensated for by the officer's own department for any services provided to the requesting department.
- B. The responding department may bill the requesting department for

disability payments, pension and workers compensation claims, damage to equipment and clothing, and medical expenses which were incurred by the responding department. The Chief of the responding department may use discretion in billing or not billing for such services when the two departments normally assist each other.

- C. Payment for canine services will be billed at a reasonable rate only when the canine officer and his/her dog are off duty.
 - D. The Oneida Nation will be reimbursed Ten Dollars (\$10.00) for all fines collected due to City citations written by Oneida officers. Said reimbursement will occur on an annual basis on or before January 31st of each year for the preceding year's citations.
7. INDEMNIFICATION. Both parties agree to indemnify, defend, and hold harmless the other party, its employees, official, and agents against any loss, damage or expense arising from any claim for damages arising out of personal injuries and/or loss or destruction of personal property which actually or allegedly is caused in total or in part by either party's officers when acting in accordance with this Agreement, including any allegation against the City or Oneida Nation based upon any theory including respondent-superior for any act or conduct of any City or Oneida Nation officer acting under the authority granted in this Agreement.
8. ENTIRETY. This Agreement contains the entire agreement between the parties on the subject of law enforcement mutual aid.
9. MODIFICATION/TERMINATION. No modification or termination of this Agreement will be effective unless set forth in writing and signed by both the City and the Oneida Nation.
10. SEVERABILITY. If any clause, provision or section of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any of the remaining clauses, provisions or sections of this Agreement.
11. NOTICE. Notice provided under this Agreement will be in writing and must be sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, unless otherwise stated in this Agreement:

ONEIDA NATION
Police Chief
Oneida Police Department
P.O. Box 365
Oneida, Wisconsin 54155

CITY OF GREEN BAY
Police Chief
Green Bay Police Department
307 S. Adams Street
Green Bay, Wisconsin 54301

12. DISPUTE RESOLUTION.

- A. In the event either party believes that the other party has failed to comply with any requirements of this Agreement, it may evoke the following procedures:
1. The party asserting the noncompliance will serve written notice on the other party, namely, the Mayor and the Oneida Tribal Chairperson. The notice will identify the specific statutory, regulatory, or Agreement provision alleged to have been violated and will specify the factual basis for the alleged noncompliance. The City and the Oneida Nation will thereafter meet within 15 days in an effort to resolve the dispute.
 2. In the event the dispute is not resolved to the satisfaction of the parties within 30 days after the service of notice, the dispute will be referred to a panel of arbitrators, whose arbitration will be governed by Chapter 788 of the Wisconsin Statutes. The arbitration panel will consist of one person selected by the Oneida Nation and one person selected by the City, these two arbitrators to select a third. The decision of any two of this panel will be final and binding on both parties hereto. Each party hereto will pay one half of the expense of such arbitration.
- B. The City and the Oneida Nation consent to suit in Brown County Circuit Court for enforcement of any arbitration award rendered pursuant to this Agreement and any other action which may arise in relation to the validity or enforcement of this Agreement. The Oneida Nation under this Agreement specifically waives its right to sovereign immunity but only for the limited purpose of permitting the City to secure enforcement of this Agreement and any arbitration award rendered pursuant to this Agreement. In any such proceedings or actions under this Agreement, the Oneida Nation agrees not to raise sovereign immunity as a defense.

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IN WITNESS WHEREOF the parties have set their hands and seal on the date(s) below listed.

CITY OF GREEN BAY

10-16-96
Date

By: [Signature]
Paul Jadin, Mayor

10/10/96
Date

By: [Signature]
Paul Janquart, City Clerk

10/16/96
Date

By: [Signature]
James Lewis, Police Chief

Seal of the City
of Green Bay

ONEIDA NATION IN WISCONSIN

10-16-96
Date

By: [Signature]
Deborah Doxtator, Chairperson

10/16/96
Date

By: [Signature]
Julie Barton, Secretary

10/16/96
Date

By: [Signature]
James Danforth, Oneida Police Chief

Seal of the Sovereign
Nation of the Oneida

