LAW ENFORCEMENT RESPONSE AND MUTUAL ASSISTANCE AGREEMENT

BETWEEN

ONEIDA NATION

AND

VILLAGE OF ASHWAUBENON

THIS AGREEMENT ("Agreement"), by and between the ONEIDA NATION (the "Nation"), a federally recognized treaty tribe organized under the laws of the United States, and the VILLAGE OF ASHWAUBENON ("Village" or "Ashwaubenon"), a municipal government organized under the laws of the State of Wisconsin (each a "party" and collectively, the "parties").

WITNESSETH:

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 Village overlap, and portions of the Village are within the Oneida Reservation; and

WHEREAS, the Nation 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 Village established the Ashwaubenon Public Safety Department pursuant to State law in order to provide law enforcement services within the Village of Ashwaubenon; and

WHEREAS, beginning in 1995, the Nation and Village codified the cooperation and collaboration of the Oneida Police Department and Ashwaubenon Public Safety Department in a mutual aid agreement; and

WHEREAS, the Oneida Police Department and Ashwaubenon Public Safety Department continue to work collaboratively to prevent and deter crime, to provide assistance in the form of trained personnel and/ or equipment when requested by the other, and to promote effective law enforcement services for the benefit of the entire community; and

WHEREAS, the Nation and the Village continue to have good law enforcement relations and wish to reflect their spirit of cooperation and collaboration in an updated law enforcement response and mutual assistance agreement that reflects their current practices. This agreement reflects the departments joint exercise of powers and/ or duties, as authorized by law, and clarifies law enforcement response and call handling decision making; and

WHEREAS, the Nation and Village believe such law enforcement mutual assistance agreement is to the benefit of the entire community; and

WHEREAS, the General Tribal Council of the Nation is authorized to enter into this Agreement pursuant to Art. IV., Sec. 1(a) of the Nation's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

WHEREAS, the Village is authorized to enter into this Agreement pursuant to sections 66,0301(1) and (2) of the Wisconsin Statutes.

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

AGREEMENT

1. **DEFINITIONS.**

- A. "Arrest Related Death" means the death of any person who is: (1) detained by law enforcement; (2) under arrest; (3) in the process of being arrested; (4) enroute to being incarcerated or detained.
- B. "Casino Complex" means the entire property located at 2020 Airport Drive, 2040 Airport Drive, and 2100 Airport Drive, regardless of the name it is known by, whether it is subject to a land lease, or the location where EMS services are required on the property.
- C. "Critical Incident" is an incident that requires a law enforcement response that lies outside the normal range of everyday policing and human experience. Examples include, but are not limited to, incidents of: homicide, suicide, accidents causing bodily harm or death, shooting, weapon use, assault (including sexual assault), arson, missing person/abduction, etc.
- **D.** "Deadly Force" means the intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm.
- E. "Internal Investigation" means a formal investigation of an employee who has become the subject of possible misconduct.
- F. "Lead Investigator" means the person in charge of the investigation, who plays a principal, guiding role.
- G. "Officer Involved Death" shall be defined according to Wis. Stat. § 175.47(1)(c), or successor statute. Officer Involved Deaths include but are not limited to the use of deadly force (shooting or otherwise) and traffic related fatalities.
- H. "Officer Involved Injury" means any serious injury resulting from an application of force.

- I. "Primary law enforcement response" means the police department which is responsible for providing the first law enforcement response or services in a specific area.
- J. "Secondary law enforcement response" means the police department which is responsible for providing the secondary law enforcement response or services in a specific area. Secondary response may occur when the primary police department is unavailable, requests additional assistance, or any other circumstance additional law enforcement response is appropriate.
- K. "Requesting Department" is the police department that requests the Responding Department to provide assistance with alternate or additional law enforcement response or services.
- L. "Responding Department" is the police department that responds to the Requesting Department to provide assistance with alternate or additional law enforcement response or services.
- M. "Use of Force" means the application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.
- 2. TERM. This Agreement shall become effective upon execution of this Agreement by both parties and shall remain in effect unless otherwise terminated.
- 3. **PRIOR AGREEMENT.** This Agreement terminates and supersedes all prior agreements between the parties pertaining to law enforcement mutual aid.
- 4. COMPLIANCE WITH WISCONSIN LAW. The parties recognize that Wis. Stat. § 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 that sheriffs have, including powers granted to sheriffs under § 59.27 and 59.28 and under the common law. The parties acknowledge that Wis. Stat. § 165.92(3m) requires the Nation to 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 Nation's ongoing compliance with the provisions of Wis. Stat. § 165.92(3m), or any statutory successor. In the event it is determined that the Nation is not in compliance with Wis. Stat. § 165.92(3m), or any statutory successor, the terms of this Agreement shall be suspended until compliance is achieved by the Nation, which the Nation agrees to pursue diligently.
- 5. **PURPOSE.** The primary responsibility of the Oneida Police Department and Ashwaubenon Public Safety Department is to provide law enforcement services and protection to their community. This Agreement is intended to clarify each Department's areas of primary and secondary response (when applicable), provide for mutual assistance when requested, clarify the investigation of critical incidents at the Casino Complex, and

provide for the provision of additional services such as providing the Requesting Department with an independent law enforcement agency to provide a criminal investigation into certain use of force situations, certain officer-involved injuries, and officer-involved deaths.

6. OPERATIONAL PLANS AND PROTOCOLS. The Chiefs of the Oneida and Ashwaubenon Public Safety Departments may jointly promulgate operational plans, protocols or policies in order to implement the intent and purposes of this Agreement. The provisions of such operational plans, protocols or policies shall be consistent with the provisions of this Agreement.

7. LAW ENFORCEMENT RESPONSE IN OVERLAPPING JURISDICTION

A. GRANT OF AUTHORITY AND SCOPE.

- 1. **Territorial Jurisdiction of the Oneida Police Department.** The Oneida Nation GIS Department maintains up-to-date maps of the official Oneida Nation Reservation boundaries. The Nation shall make such maps available to the Village upon request.
- 2. Territorial Jurisdiction of the Village of Ashwaubenon Public Safety Department. The Village of Ashwaubenon GIS Department maintains upto-date maps of official Village of Ashwaubenon boundaries. The Village shall make such maps available to the Nation upon request.
- 3. **Overlapping Territorial Jurisdiction.** The Nation and the Village have overlapping territorial jurisdiction in the Village of Ashwaubenon. A copy of a map depicting the overlapping territorial jurisdiction is attached hereto as **Appendix A.**
- 4. **Concurrent Jurisdiction.** "Concurrent Jurisdiction" refers to the sharing of or having equal authority within the same jurisdictional boundaries by two or more law enforcement entities. The Oneida Police Department and Ashwaubenon Public Safety Department have concurrent jurisdiction over criminal matters occurring in their overlapping territorial jurisdiction. It is the policy of both Departments to provide assistance and cooperation to one another when they are performing law enforcement duties in their overlapping territorial jurisdiction.

B. Areas of Responsibility.

1. The Oneida Police Department will be responsible for providing primary law enforcement response and services to the locations and/or areas attached hereto as **Appendix B**, which may from time to time be amended to reflect current response areas. The Village will be responsible for providing secondary law enforcement response and services to the locations and/or areas in **Appendix B**. The list of properties in **Appendix B** shall be

- provided to the communication entity/system to be coded in the communication system.
- 2. The Nation may update Appendix B by providing an updated list of tribal properties the Oneida Police Department will provide primary law enforcement response and services to. The Ashwaubenon Public Safety Department will be responsible to provide primary law enforcement response and services to all other areas within the Village of Ashwaubenon, including the parties' overlapping territorial jurisdiction. The parties agree to work together and with any other communication entity/system in order to code necessary properties to reflect the agreed upon law enforcement response, provided however, that in the event of a conflict between Appendix B and the coding in the communication system, the law enforcement response shall be in accordance with the coding in the communication system. Neither Department has any responsibility to review Appendix B prior to responding to a call and may rely exclusively on the coding in the communication system as the basis for their response.
- 3. Nothing in this Agreement shall be construed to prevent the officers from each Department from performing community policing or other self-initiated law enforcement activity, or otherwise assisting one another, in the parties' overlapping territorial jurisdiction.
- 4. The parties understand that any request for mutual assistance beyond their territorial jurisdiction requires compliance with the requirements in Wis. Stat. § 66.0313.

C. Handling of Calls.

- 1. Calls for assistance within the areas described above in Paragraph 7.B are the sole responsibility of the Department designated as providing primary law enforcement response and services. If all officers of the primary Department are busy or otherwise determine that assistance is needed, the primary Department may make a request for response to the secondary Department.
- 2. When the Department designated to provide secondary law enforcement response and services responds to a call in lieu of the primary Department, that secondary Department generally agrees to handle the call in its entirety. This does not preclude the Responding Department from seeking additional assistance from the Requesting Department for follow-up work.
- 3. Regardless of the primary or secondary Department response, Critical incidents occurring at the Casino Complex shall be treated in accordance with 7. D. below.
- D. Casino Complex. Critical incidents that occur at the Casino Complex are of special concern to the Oneida Nation and Oneida Community. Notwithstanding 5 of 12

the initial decisions/ actions responding law enforcement must make/ take in response to a critical incident occurring at the Casino Complex, even where the Oneida Police Department requests assistance or is delayed in responding to the critical incident, critical incidents that occur at the Casino Complex shall remain under the jurisdiction and decision-making authority of the Oneida Police Department once the Oneida Police Department arrives. Although the Oneida Police Department remains the sole decision maker that will determine whether and which agency to turn over the investigation of such critical incident to, the Oneida Police Department agrees to consult with any and all interested law enforcement partners that may have concurrent jurisdiction over any such critical incident, including the Ashwaubenon Public Safety Department. In evaluating whether and which agency to turn over the investigation of any critical incident to, the Oneida Police Department may consider factors such as: staffing, investigative resources, communication plan, and needs of the case.

8. RESPONDING TO REQUESTS FOR ASSISTANCE.

- A. Officers from one Department will assist any officer from the other Department whenever such assistance is requested. Requests may be made through any means available.
- B. The Requesting Department shall retain jurisdiction over the call for the entirety of its duration regardless of whether that Department would have secondary or primary jurisdiction. However, critical incidents occurring at the Casino Complex shall be treated in accordance with Sec. 7.D. Under no circumstances shall either Department assert jurisdiction over a call for which it is the Responding Department, and instead the parties agree to provide support when responding unless the Requesting Department specifically states to the highest-ranking officer on the scene that jurisdiction is being transferred to the Responding Department.
- C. When requests for assistance are made, the officer will notify his/her Communications Center as soon a reasonably possible, unless such request for assistance was given by the Communications Center. Officers are responsible for notifying their respective supervisors of requests for assistance, based upon their departmental policies and expectations.
- D. 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.
- 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.

- 9. AUTHORITY TO ISSUE MUNICIPAL AND TRIBAL ORDINANCE CITATIONS. Should the Oneida Police Department and/or Ashwaubenon Public Safety Departments agree to a grant of authority to authorize officers from the other Department to enforce Tribal and/or Village ordinances, this Agreement may be amended or an addendum agreement may be entered into and incorporated herein as referenced by such document.
- 10. INVESTIGATIVE SERVICES. The Parties agree to provide additional Investigative Services in accordance with Wis. Stat. § 66.0301 and § 175.47 and in accordance with the provisions set forth herein.
 - A. Cooperation. The Requesting Department shall cooperate with the Responding Department's investigation.
 - **B.** Written Policy. The Requesting Department shall provide its written policy regarding the investigation of officer-involved deaths as well as any other pertinent policy to the Responding Department.
 - C. Required Investigators. When requested to provide a criminal investigation for certain use-of-force situations, certain officer-involved injuries, and officer-involved deaths, the Responding Department shall provide at least two (2) investigators. The Responding Department shall designate one investigator to serve as the lead investigator. No investigator or other staff provided by the Responding Department shall be an employee of the Requesting Department.
 - D. Internal Investigations. The Requesting Department may assign up to two (2) investigators to perform an internal investigation, so long as such internal investigation does not interfere with the investigation being performed by the Responding Department. Although the Requesting Department may seek additional outside assistance to perform its internal investigation, it may not request the Responding Department to assist with the internal investigation.
 - E. Expeditious Investigation. The investigators performing the investigation shall perform all functions of law enforcement, perform the investigation in an expeditious manner, and shall provide a complete report to the District Attorney of the county in which the use of force, officer-involved death, or other incident occurred.
 - F. Release of Report. Records requests pertaining to the report shall be processed in accordance with the Open Records law that applies to the Department that receives the records request. The report shall be maintained by the Responding Department in accordance with its standard policies and practices.
 - G. Non-Exclusivity. Nothing herein shall be construed to create an exclusive relationship between the parties. As such, the Requesting Department involved in the use of force or officer-involved death has the authority and discretion to request the services of another or additional outside departments or agencies.

11. SUPERVISION AND COMPENSATION.

- A. Oneida Police Department Officers acting pursuant to this Agreement shall remain employees of the Nation and shall remain under the control and supervision of the Nation and the Oneida Police Department. Oneida Police Department Officers are not employees of the Village of Ashwaubenon. The Nation shall remain responsible for its employees' salaries, insurance, and civil liability. Each Oneida Police Department Officer shall be deemed to be performing regular duties of the Oneida Police Department while performing services for the Village pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Officers of the Ashwaubenon Public Safety Department.
- B. Ashwaubenon Public Safety Department Officers acting pursuant to this Agreement shall remain employees of the Village and shall remain under the control and supervision of the Village and the Ashwaubenon Public Safety Department. The Village shall remain responsible for its employees' salaries, insurance, and civil liability. Each Ashwaubenon Public Safety Department Officer shall be deemed to be performing regular duties of the Ashwaubenon Public Safety Department while performing services for the Nation pursuant to this Agreement. Ashwaubenon Public Safety Department Officers shall not represent themselves as Officers of the Oneida Police Department.

12. COSTS AND COMPENSATION.

- A. The Nation shall assume responsibility for all costs incurred by the Oneida Police Department and its Officers under this Agreement. The Village shall assume responsibility for all costs incurred by the Ashwaubenon Public Safety Department and its Officers under this Agreement.
- B. Should the Responding Department cause damage to the Requesting Department's equipment while such equipment is in the custody and control of the Responding Department, normal wear and tear excepted, the Responding Department shall repair or replace the Requesting Department's equipment as soon as practicable and at no cost to the Requesting Department. Repairs shall be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the Requesting Department shall be entitled to an amount equal to the value of the equipment immediately prior to the same being damaged beyond repair. Such determination of value may be determined by an independent appraisal.

C. Investigative Services.

- 1. **Regular wages.** The Responding Department shall not bill the Requesting Department for any regular or "on duty" time spent on the investigation or routine use of equipment.
- 2. **Overtime wages.** The Requesting Department is responsible for payment of any overtime wages or non-routine expenses of the Responding Department that are deemed necessary to perform the requested

investigation. The Responding Department's command staff shall be vested with the authority and discretion to authorize overtime for responding staff and non-routine expenses as deemed appropriate. However, the Responding Department's command staff shall be required to regularly communicate expenses related to the investigation to the Requesting Department.

- 3. **Evidence.** The Requesting Department is responsible for reasonable evidence storage fees for evidence collected in the investigation. The Responding Department bears no financial liability for fees associated with the keeping and/ or testing of evidence associated with the investigation.
- 4. **Other Costs.** The Requesting Department is responsible for all reasonable costs incurred from outside vendors while providing investigative services, including but not limited to transcription fees.
- 13. JOINT TRAINING AND COMMUNITY EVENTS. The Departments shall work cooperatively to identify and attend joint training and community events which benefit the Departments and/or the community.

14. IMMUNITIES.

- A. The parties. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to preclude the parties and their insurers from asserting the limitations, defenses, and immunities contained within applicable law. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability set forth in established law. The parties agree to maintain appropriate liability insurance policies.
- B. Oneida Police Department. With the exception of those noted in Sec. 4, all immunities from liability, and exemptions from laws, ordinances, and regulations, which Oneida Police Officers possess in their own jurisdiction shall be effective in the Village's jurisdiction in which the Nation's Officers are providing assistance, unless otherwise prohibited by law. The provisions of 25 U.S.C. § 5321, et seq., and/or 5361, et seq., and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
- C. Ashwaubenon Public Safety Department. Nothing contained herein is intended to preclude the Ashwaubenon Public Safety Department or its Insurers from asserting the limitations, defenses, and immunities contained within Wis. Stats. § 345.05 and 893.80 any other applicable provision of law.

15. INDEMNIFICATION.

A. General Indemnification. Except as otherwise provided for in Paragraph 15.B herein, each party is legally responsible for the acts or omissions of its own employees, agents, or assigns with respect to their activities and performance under

this Agreement. The Nation shall protect and defend, and indemnify and hold harmless the Village, Village's Public Safety Chief, the Ashwaubenon Public Safety Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Oneida Police Department Officers. The Village shall protect and defend, and indemnify and hold harmless the Nation, Nation's Police Chief, 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 Ashwaubenon Public Safety Department Officers. The parties 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 a party be liable for acts or omissions of the officers or employees of the other party.

- B. Indemnification for Investigative Services. The Requesting Department shall hold harmless, defend and indemnify the Responding Department from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of services provided pursuant to Paragraph 10 of this Agreement whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the Responding Department's intentional tort, malicious act or willful act.
- C. These obligations shall survive the termination of the Agreement.

16. DISPUTE RESOLUTION.

- A. Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- B. **Mediation.** If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to attempt to settle the dispute through non-binding mediation.
- 17. **ENTIRE AGREEMENT.** This Agreement and any attachments herein referenced contains the entire agreement between the parties on the subject of law enforcement mutual assistance.
- 18. AMENDMENT. Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The

- parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not be otherwise be subject to dispute resolution or arbitration.
- 19. ASSIGNMENT. Neither this Agreement nor the provisions herein may be assigned without the written consent of both parties.
- **20. TERMINATION.** This Agreement may be terminated when either party provides 90 days advance written notice of termination to the other party.
- 21. 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

VILLAGE OF ASHWAUBENON

Chief of Public Safety
Ashwaubenon Public Safety Department
2155 Holmgren Way
Ashwaubenon, Wisconsin 54304

22. 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.

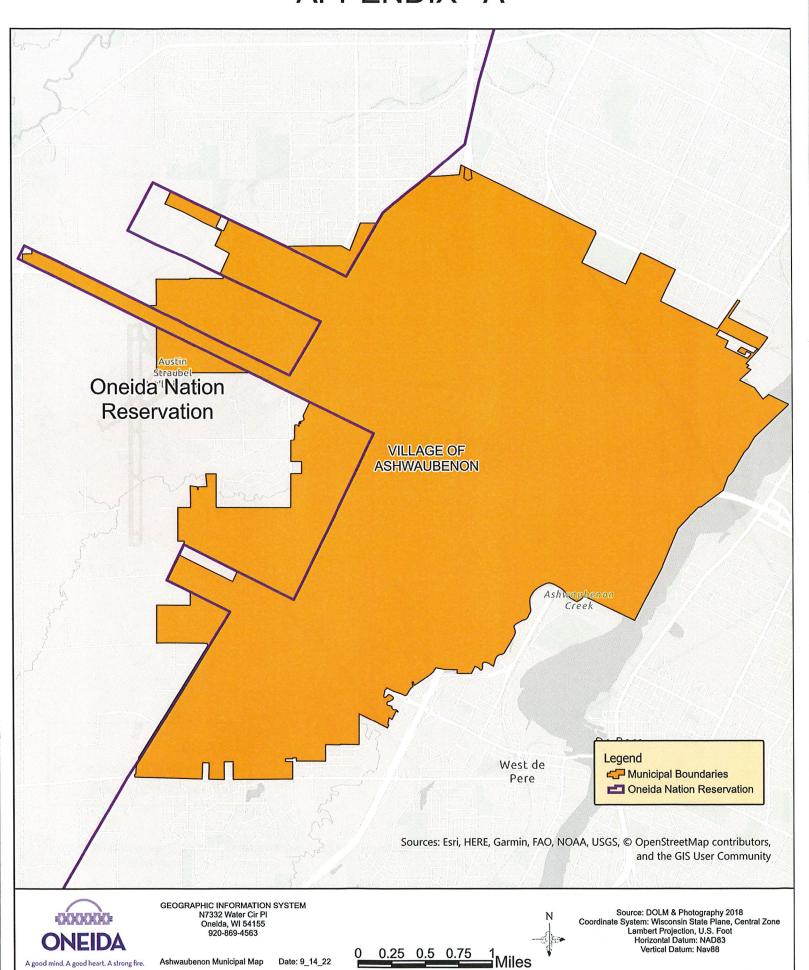
[Remainder of page intentionally left blank.]



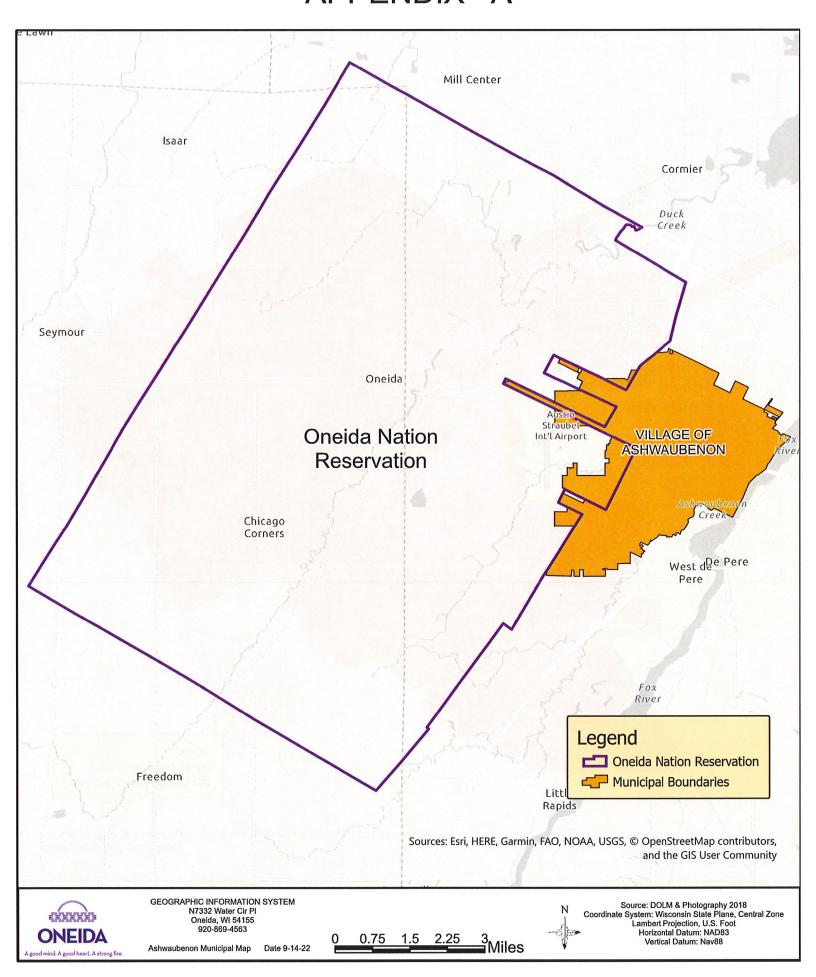
IN WITNESS WHEREOF the parties have set their hands and seal on the date(s) below listed.

ONE	CIDA NATION	VILLAGE OF ASHWAUBENON		
Ву:	Tehassi Tasi Hill, Chairman	By: Mary Kardoskee, Village President		
	Date: _/-5-2023	Date: //3/23		
Ву:	Ann Luggin	By: Tris a. Tooks		
	Lisa Liggins, Secretary	Kris Teske, Village Člerk		
	Date: 01/05/2023	Date:		
By:	CAR BODA	Ву:		
•	Eric H. Boulanger, Chief of Police	Brian Uld, Chief of Public Safety		
	Date: 11623	Date:		
	Seal of the Oneida Nation	N/Seal of the Village of Ashwaubenon		
		Manufacture of the state of the		
		N are		

APPENDIX - A



APPENDIX - A



APPENDIX - B

Address:	Parcel#:	Comments:
1720 Calaway Dr	VA-228-B-505	Vacant
0 Calaway Dr	VA-228-B-506	Vacant
2943 Packerland Dr	VA-814	Residential home
1724 View Lane	VA-228-14-H-4	Residential home
Partnership Dr	VA-35-33	1823 Land & Development leases
Packerland/Adam/Short Rd	VA-35-34	Part of One Stop & vacant land
Packerland/Adam/Short Rd	VA-35-35	One Stop
Packerland/Adam/Short Rd	VA-35-36	Vacant
Packerland/Adam/Short Rd	VA-35-37	Vacant
Packerland/Adam/Short Rd	VA-35-38	Vacant
Packerland/Adam/Short Rd	VA-35-39	Vacant
Packerland/Adam/Short Rd	VA-35-40	Vacant
Packerland/Adam/Short Rd	VA-35-41	Vacant
1555 Glory Rd	VA-35-45	1822 Land & Development leases- was Schneider
1410 Partnership Dr	VA-35-46	1822 Land & Development leases- Badger Metal
Packerland/Adam/Short Rd	VA-35-47	Vacant
Packerland/Adam/Short Rd	VA-35-49	Vacant
Packerland/Adam/Short Rd	VA-35-50	Vacant
Packerland/Adam/Short Rd	VA-35-51	Vacant
Packerland/Adam/Short Rd	VA-35-52	Vacant
2632 S. Packerland	VA-30	CEC
1705 Cormier Rd	VA-288-V-11-A	Residential Home
2100 Airport Rd	VA-14	IMAC
2020 Airport Rd	VA-16	Radisson & Casino
2119 Packerland Dr	6H-3416	Residential home
2020 Airport Rd PO BOX 23600	VA-18	Radisson & Casino