

Exhibit K

ONEIDA COUNTY-ONEIDA INDIAN NATION

SPECIAL DEPUTIZATION AGREEMENT

WHEREAS the County of Oneida (“the County”) and the Oneida 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 member; and

WHEREAS the Nation has or may come into actual possession of land in the County of Oneida held by the Nation through fee ownership or through lease or rental, some of which the Secretary of the Interior has agreed or may in the future agree to hold in trust in the name of the United States for the Nation pursuant to 25 U.S.C. § 465; and

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

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

WHEREAS it is 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 Sherriff and the Nation agrees 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, and land held in trust for the Nation by the United States. This area includes but is not limited to the Turning Stone Resort & Casino.

2. The Oneida County Sheriff will provide a letter specially deputizing qualified officers of the Nation Police upon a request in writing from the Nation's Commissioner of Public Safety. A qualified officer shall be defined herein as an officer previously certified by the New York State Division of Criminal Justice Services ("DCJS") or an officer federally deputized to hold a Special Law Enforcement Commission by the United States Department of the Interior pursuant to Section 2801 of Title 25 of the United States Code and to federal regulations, including those at 69 Fed. Reg. 6, 321 (Feb. 10, 2004) and FR Doc. 04-2842. For the purposes of this Agreement, a specially deputized officer shall be a police officer as that term is defined 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. Any deputization made pursuant to this agreement shall expire upon the termination of any officer's employment by the Nation Police.

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, but only as explicitly described and limited herein, as to any arbitration by the County, the Oneida County Sheriff or any of their officers, deputies, agents, servants or employees, to specifically enforce this agreement or their rights to defense or indemnity under this agreement, and as to any monetary claim but only to the extent of the insurance coverage required under this agreement, beyond which there is no waiver of sovereign immunity. The Nation further waives its immunity to an action in the United States District Court for the Northern District of New York to enforce any arbitration award made under the arbitration provisions in this agreement. The Nation expressly does not waive sovereign immunity as against any dispute other than a dispute arising 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 reserves 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. All disputes related to the subject matter of this Agreement shall be subject to mandatory arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

12. This Agreement may be terminated only by the mutual agreement of the parties, expressed in a writing signed by the parties. However, the defense and indemnification obligations relating to acts or omissions prior to termination of the agreement shall survive such termination.

13. Nothing in this agreement creates any third-party beneficiaries or third-party rights.

14. This agreement may be executed in two counterparts.

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

Signed this _____ day of _____, 2009.

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

Daniel G. Middaugh
Oneida County Sheriff.
