

**AGREEMENT FOR COOPERATIVE ENFORCEMENT
AND CROSS-DEPUTIZATION
BY AND BETWEEN THE OSAGE NATION, BUREAU OF INDIAN AFFAIRS,
THE STATE OF OKLAHOMA, OSAGE COUNTY OKLAHOMA
AND VARIOUS OKLAHOMA MUNICIPAL CORPORATIONS**

This agreement is entered pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C. Sections 2801 et seq., the Oklahoma Inter-local Cooperation Act, 74 O.S. Sections 1001 et seq., and the State-Tribal Relations Act, 74 O.S. Sections 1221 et seq., and the formal resolution and approval of the Osage Tribal Council, attached hereto, which provide for cooperative agreements to promote better law enforcement services.

It is recognized by the Parties hereto that there exist many uncertainties and difficulties concerning the proper jurisdiction and authority of the respective agencies, Parties hereto, regarding criminal offenses committed in Osage County, Oklahoma, dependent upon whether or not the victim or suspect is an Indian and whether or not the offense occurred in Indian country as defined by 18 U.S.C. Section 1151.

It is further recognized by the Parties hereto that due to the uncertainties and difficulties described above, law enforcement officers of the respective agencies, Parties hereto, are sometimes reluctant to act in their respective law enforcement capacities.

The Parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the above-described uncertainties and the resultant reluctance of law enforcement officers to act.

Therefore, it is the intent of this Agreement to provide for the cross-deputization of law enforcement officers employed by the various agencies, Parties hereto, such that each agency's officers will be authorized to provide law enforcement services to all citizens within Osage County, Oklahoma, at all locations within Osage County, Oklahoma, and further to provide for and allow complete cooperation and assistance between the various agencies, Parties hereto, such that all citizens of Osage County, Oklahoma, receive the proper law enforcement services to which they are entitled.

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. **DEFINITIONS:** These definitions shall be effective only regarding the terms of this agreement.

Agency: The government, department, agency or political subdivision which is a party to this agreement;

Applicant Agency: The agency requesting a commission for its peace officers;

BIA: The Bureau of Indian Affairs;

Board: The Board of County Commissioners of Osage County, Oklahoma;

CLEET: The Council of Law Enforcement, Education, and Training;

Commissioning Agency: The agency conferring a commission to a peace officer of a different law enforcement agency or the chief administrative officer of that agency, as applicable;

Geographic Location: Divided into two categories (1) Indian country, (2) General county. Indian country is that area commonly and universally recognized as Indian country, to-wit: The Osage Agency grounds, the Indian Villages at Pawhuska, Hominy, and Greyhorse, all other lands to which the title to the surface is held by the Osage Tribe in common for its members in restricted fee status or is held in trust by the United States Government for the benefit of members of the Osage Tribe; lands to which the title to the surface is held in restricted fee status by individual members of the Osage Tribe or which is held in trust by the United States Government for the benefit of an individual member of the Osage Tribe; dependent Indian communities and any other lands which final judicial authority has determined to be Indian country, all pursuant to the statutory definitions set forth in 18 U.S.C. Section 1151. General county is defined as all areas within Osage County, Oklahoma, other than Indian country;

Indian Arrestee: A person who is a member or descendant of a member of a federally recognized Indian tribe under arrest for the commission of an offense for which the Federal, BIA, or Tribal court has judicial jurisdiction;

Judicial jurisdiction: The jurisdiction, state, federal, or tribal, established in law for the prosecution of a particular criminal offense;

Osage Nation Officer: The law enforcement officers of the Osage Nation police department;

Peace Officer: Any law enforcement officer commissioned by an agency who is a party to this agreement including police officers, sheriffs, agents, troopers, marshals, game rangers and deputies, or subordinates of each;

State: Means the State of Oklahoma, its political subdivisions, and their law enforcement agencies and departments.

2. **DURATION**

This Agreement shall be in effect for a period of one year from and after its approval. It shall continue in effect from year to year, unless any party hereto gives written notice of intent to terminate and not renew at least thirty (30) days prior to the expiration in any given year. Said written notice shall be sent to all other Parties to this Agreement.

3. **ORGANIZATION**

No separate legal or administrative entity is to be created by this Agreement.

4. **PURPOSE**

The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in Osage County, Oklahoma, including those areas defined as Indian country, and its terms shall be interpreted in that spirit. Accordingly, all Parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and other law enforcement officers, performing investigations and providing other assistance as necessary or further agreed upon in Osage County, Oklahoma.

5. **FINANCES**

The activities of each of the respective Parties hereto will be financed by each of the respective Parties except as expressly provided herein.

6. **TERMINATION**

This Agreement may be terminated by any party hereto upon thirty (30) days written notice of termination to all other Parties hereto setting out the effective date of termination.

7. **ADMINISTRATION**

The provisions of this Agreement shall be administered by a board comprised of the chief administrative officer of each agency which is a party to this Agreement. Said board may appoint an employee of one of the party agencies to act as clerk to facilitate the transfer of communications between the respective agencies. Delivery of notices or communications shall be sent to each

participating chief administrative officer.

8. PROPERTY

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one party to another it shall be returned as soon as possible upon request of the owner-party.

9. COMMISSIONS

A. Each agency which is a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of other agencies which are Parties to this Agreement upon the application for such by an agency Party as follows:

- (1) The Osage Nation may issue a Special Osage Nation Tribal Police Officer commission to each officer of the other agencies;
- (2) The BIA may issue a Deputy Special Officer (DSO) commission to officers of the other agencies;
- (3) The Osage County Sheriff's Office may issue Special Deputy Sheriff's commissions to officers of the Osage Nation and the BIA;
- (4) The District Attorney of Osage County, Oklahoma, may issue Special District Attorney's commissions to officers of the other agencies;

Such commissions shall grant officers the same law enforcement authority as that of officers of the commissioning agency unless specifically limited by the terms of the commission; **Provided**, however, the exercise of said authority shall be consistent with the provisions of paragraph number 10 of this Agreement. When an agency issues such a commission, it shall provide notice of the commission, including the name of the officer receiving the commission, to each of the other agencies who are Parties to this Agreement.

B. A commission shall not be granted unless an officer has complied with all the prerequisites for appointment as a police officer as set forth in 70 O.S. Section 3311 et seq., or 68 BIA Manual Section 9.1., et seq., and with specific requirements of the commissioning agency. Those prerequisites must include the following;

- (1) United States Citizenship;

- (2) A high school diploma or equivalent;
- (3) No conviction for a felony or other crime involving moral turpitude;
- (4) Documentation of annual weapons qualifications;
- (5) A finding that the applicant is free from any physical, emotional or mental conditions which may adversely affect his or her performance as a police officer;
- (6) The commissioning agency may require an applicant to attend an orientation relating to the specific law, regulations and procedures enforced and used by the commissioning agency.

C. If requested by the commissioning agency, the applicant's agency shall provide a National Crime Information Center background check on the applicant.

D. The commissioning agency may, at any time, suspend or revoke an officer's commission for reasons solely within the commissioning agency's discretion. The commissioning agency shall notify the officer's agency in writing of the suspension or revocation and the reasons therefor, if any exist. Within ten (10) days after such notification the officer's agency shall cause the commission card and any other evidence of the commission to be returned to the commissioning agency.

10. **SCOPE OF POWERS GRANTED AND RESPONSIBILITIES ASSUMED**

A. Officers carrying DSO commissions issued by the Bureau of Indian Affairs pursuant to this Agreement are given the power to enforce (i) all federal criminal laws applicable to Indian country, including the Major Crimes Act, 18 U.S.C. Section 1153, and the Code of Indian Tribal Offenses in 25 C.F.R. Part 11, where applicable, and (ii) BIA approved Osage Nation tribal laws, where the Osage Nation has authorized the Secretary of the Interior to enforce such laws and to make other arrests on Indian Land for criminal purposes where applicable.

B. Officers carrying Osage Nation Police Officer Commissions issued by the Osage Nation are given the power to enforce all Osage Nation Tribal Ordinances and to make arrests in Indian country for criminal

offenses where applicable.

C. Officers carrying commissions issued by a state agency, a sheriff's department, or a city police department are given the authority to enforce all Oklahoma State criminal laws and city ordinances, and to make arrests for criminal offenses where applicable.

D. The Parties to this Agreement note that the applicability of federal and tribal laws in Indian country may depend upon whether the suspect or victim is Indian and that state laws have been held generally to be inapplicable to Indians in Indian country; and the Parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to provide cross-deputized officers with the authority to enforce applicable law only.

E. Nothing in this Agreement alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search or seizure or to issue services or process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government.

F. Officers of each of the respective agencies shall have the primary responsibility of providing law enforcement services in cases for which they have "judicial jurisdiction", to-wit:

State, county and city officers shall have primary responsibility for cases which shall be prosecuted in state courts and BIA and tribal officers shall have primary responsibility for cases which shall be prosecuted in Federal, BIA or tribal courts. Officers of each of the respective agencies shall have the primary responsibility for patrolling and responding to calls for assistance from citizens in their respective geographic location, to-wit: state, county and city officers shall patrol and respond to calls primarily in "general county" areas and BIA and tribal officers will patrol and respond to calls primarily in "Indian country." It is not expected or desired by the parties hereto that officers act under authority of their cross-deputization in day to day activities unless called for assistance by another officer or a citizen. Upon determination of judicial jurisdiction the agency primarily responsible for providing law enforcement services shall assume responsibility for completion of said services and shall relieve any officer determined to be acting under cross-deputization from further service: except where the primary agency may request assistance from other agencies and the cooperation of the other agencies is expected. Any and

all items or evidence coming into the possession of a cross-deputized officer shall be given to and surrendered to an officer having primary responsibility for investigation of the particular crime. The parties expressly recognize that peace officers of state, county, and city agencies, regardless of whether they possess or do not possess BIA or tribal deputy special officer commissions, have the lawful authority to arrest non-Indians who commit crimes against other non-Indians or who commit victimless crimes in Indian country where such Indian country lies within the overall geographic jurisdiction of such agencies.

G. For the purposes of the preceding paragraph only, the term "determination of jurisdiction" shall mean the determination initially made by the officers based upon the facts known or reasonably believed to exist and based upon the rules regarding judicial jurisdiction commonly recognized by the officers. Official jurisdiction for the prosecution of the alleged offense shall be determined by the prosecuting attorney of one of the various judicial jurisdictions.

11. DISPOSITION AND CUSTODY.

A. Any person arrested by an officer commissioned pursuant to this Agreement shall be taken to a responsible official of the prosecuting jurisdiction. For the purpose of this section in order to ascertain the proper prosecuting jurisdiction, the officer shall ask the arrestee where practicable, whether he or she is Indian or non-Indian and shall rely upon that representation. The officer shall make a determination of whether or not the alleged offense occurred on Indian country based upon information reasonably available to him at the time of arrest and immediately thereafter.

B. An arrestee shall be taken before a judge of the appropriate jurisdiction for a probable cause hearing within forty-eight hours from the time of his arrest.

C. Whenever feasible and practicable all emergency and immediately necessary medical and dental needs of Federal, BIA and tribal jurisdiction arrestees (Indian arrestees) shall be provided by an Indian Health Service (IHS) or tribal health care facility. If an officer of any state, county, or city agency holds custody of said arrestee, such officer shall notify a BIA officer or tribal officer of such needs and afford the BIA or tribal officer the opportunity to arrange for the treatment and the transportation for treatment or to otherwise advise the state, county, or city officer on the action to be taken. In cases of extreme emergency where it is not feasible

or practicable to seek BIA or tribal officer advice in advance, the state county or city officer may obtain such care for such arrestees at any facility as the emergency needs dictate. In such instance, the care provider should be advised to contact the nearest IHS facility for further instructions and for claims advice within 72 hours of first furnishing of care or treatment. The state, county or city agency shall promptly notify the BIA or tribal officer of actions taken when such emergency circumstances occur. The Osage Nation or the BIA, as appropriate according to the tribal or federal nature of the Indian arrestee's alleged offense, will take all appropriate and lawful action to prevent the burden of payment for said medical and dental services from falling upon the state, county or city agency, upon timely notice to the Osage Nation or the BIA of the Indian arrestee's medical and dental needs. Any provisions regarding medical and dental care contained in separate detention agreements between any parties to this agreement shall be binding as to those parties. In the event it is necessary that an Indian arrestee must be hospitalized and security is required to detain said arrestee in a health care facility, the BIA or tribal police shall immediately assume the responsibility for such security and relieve any state, county or city officer.

A list of Indian Health Service and Indian tribal health care facilities in Eastern Oklahoma is attached hereto and made a part hereof.

A listing of Indian Health Service and Indian tribal health care facilities in Eastern Oklahoma follows:

Indian Health Center	Pawhuska	(918) 287-4491
Claremore Indian Hospital	Claremore	(918) 341-8430 ⁺
Sam Hider Jay Community Clinic	Jay	(918) 253-4371*
PHS Indian Health Center	Miami	(918) 542-1655
Okemah Indian Health Center	Okema	(918) 623-0555 ⁺ *
Salina Community Clinic	Salina	(918) 434-5397*
Sapulpa Health Center	Sapulpa	(918) 224-9310 ⁺ *
W.W. Hastings Indian Hospital	Tahlequah	(918) 458-3100 ⁺
Eufaula Health Center	Eufaula	(918) 689-2457*
Cherokee Nation Health Clinic	Sallisaw	(918) 775-9159*
Cherokee Nation Health Clinic	Stilwell	(918) 696-6911*
Choctaw Nation Health Services	Talihina	(918) 567-2211 ⁺ *
Choctaw Nation Health Center	Broken Bow	(918) 584-2740*
Hugo Health Center	Hugo	(918) 326-7561*
McAlester Health Center	McAlester	(918) 423-8440*

+ Open 24 hours, 7 days per week *A tribally operated facility

12. DETENTION, TRAVEL, AND EXPENSES

A. All Indian arrestees shall be detained in Federal, BIA, or tribal detention facilities, or in a facility pursuant to a separate contract for said purpose and upon such conditions as established in said contract.

B. Any necessary travel performed by state, county or city personnel in court attendances in tribal or CFR Court may be reimbursed to the appropriate agency by the Osage Nation or BIA, as appropriate, at the rate provided by the Oklahoma State Travel Reimbursement Act (74 O.S. Section 500.2 et seq.) upon the filing of an appropriate claim with the Osage Nation or BIA. Reimbursement shall be subject to the availability of funds appropriated and lawful for such purposes.

13. SUPERVISION

It is understood and agreed by the Parties to this Agreement that the respective agencies, their agents, employees and insurers, have no authority nor any right to control in any manner the day-to-day discharge of the duties of officers who have been cross-commissioned pursuant to this Agreement.

14. LIABILITIES AND IMMUNITIES

A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees, and insurers, do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.

B. While performing an official act for a commissioning entity under authority of a commission authorized by this Agreement, officers shall have the same powers as though employed by and shall be deemed to be acting within the scope of authority of the commissioning entity in whose or under whose territorial jurisdiction they are serving.

C. An officer of the TRIBE or State Party officer holding a DSO commission while performing any official act for the purpose of federal law enforcement in the TRIBE's Indian country under authority of said commissions shall be afforded all protections extended by the Indian Law Enforcement Act, 25 U.S.C. Section 2804, including coverage under the Federal Tort Claims Act and other applicable Federal law. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.

D. A BIA officer or an officer of the TRIBE holding a State Party commission while performing any official act for the purpose of state or local law enforcement in the State under authority of said commission shall be afforded all protections allowed by applicable federal, tribal and state laws.

E. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.

F. All officers acting under authority of an Osage Nation Police Officer commission shall act under the protection of the Osage Nation, including said Nation's sovereign immunity, and the Osage Nation shall assist in providing said protection.

G. Salaries, insurance and other benefits shall not be the responsibility of an entity that is not the employing entity for the officer. Each entity's property acquisition, possession and disposition shall be the separate responsibility of that entity. Nothing herein contained waives or limits the responsibility of each party to provide Worker's Compensation coverage for its own officers who are cross-deputized pursuant to this Agreement. Where a claim for Worker's Compensation is made, the officer's entity is responsible for providing the Worker's Compensation coverage regardless of where the action occurred and regardless of the law being enforced, *provided however*, that any benefits authorized by the Indian Law Enforcement Reform Act, 25 U.S.C. Section 2804(f)(2), and applicable Federal law referenced therein, may be obtained in lawful and proper circumstances involving personal injury sustained while in the performance of duty under authority of a commission issued by the BIA to officers of the TRIBE and State Party officers.

15. ADDITIONAL PARTIES

It is understood by the Parties to this Agreement that additional agencies with law enforcement responsibilities may choose to join as parties hereto but that no amendment will be made to the terms of this Agreement without the agreement of all the Parties signatory to it.

16. APPROVAL

This Agreement shall be effective between the Osage Tribe of Indians and the Bureau of Indian Affairs on the date it is officially executed by both of them. It shall be effective among all other parties on the last date of execution, after execution by all officials set forth below. This Agreement shall become effective as to additional law enforcement agencies of the State within the geographic area

of the Osage Nation on the date of execution of an addendum to this Agreement. A copy of the resolution of the governing body of the state, county or city governmental entity authorizing entry into this Agreement shall be attached to the Agreement.

17. INDIAN COUNTRY IDENTIFICATION

The Bureau of Indian Affairs and the Osage Nation shall prepare and furnish to the state, county or city agencies current maps and legal descriptions of all known Indian country within the County of Osage, Oklahoma, and shall promptly update the same as necessary.

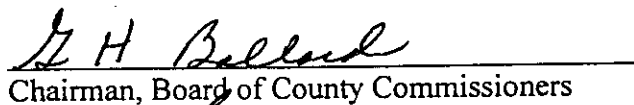
APPROVED:


Principal Chief, Osage Tribe of Oklahoma

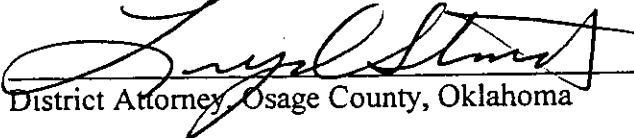
8/25/99
Date


Sheriff, Osage County

9/13/99
Date


Chairman, Board of County Commissioners

9-13-99
Date


District Attorney, Osage County, Oklahoma

9/10/99
Date

Chairman, State Tribal Relations Committee

Date

Attorney General, State of Oklahoma

Date

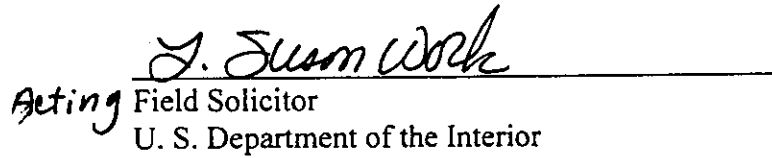
Governor, State of Oklahoma

Date


Commander, District II, Law Enforcement Services
Bureau of Indian Affairs

10-8-99
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Acting 
Field Solicitor
U. S. Department of the Interior

10/5/99
Date

CITY ADDENDUM

**ADDITION OF CITY TO
INTER-GOVERNMENTAL CROSS DEPUTIZATION AGREEMENT
OF 199__
FOR LAW ENFORCEMENT IN THE OSAGE NATION**

The undersigned City hereby joins into the Inter-governmental Cross Deputization Agreement for law enforcement in the Osage Nation dated _____, pursuant to Section 2 of this Agreement, effective on _____, 199__.

Approved:

Mayor, City of _____

Date

Approved:

Chairman, City Council
City of _____

Date

Approved:

Chief of Police
City of _____

Date

RESOLUTION NO. _____

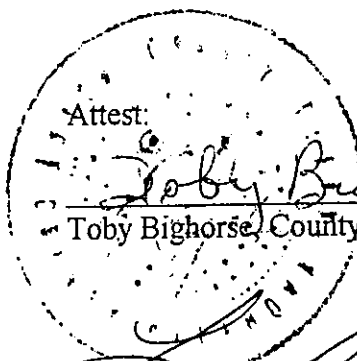
WHEREAS, the Board of County Commissioners of Osage County, Oklahoma, passed Resolution No. 4521 on the 8th day of September, 1995, for the purpose of entering into an inter-local governmental agreement with the Bureau of Indian Affairs and the Osage Tribe of Indians to provide cooperative law enforcement through the cross-deputizing of state, county, federal and tribal law enforcement officers;

AND WHEREAS, the Osage Tribal Council for the Osage Tribe of Indians also referred to as the Osage Nation passed its Resolution No. 30-431 on the 30th day of June, 1999, authorizing the Principal Chief of the Osage Tribe of Oklahoma to enter into and execute such agreement and the same having been executed by Charles O. Tillman, Jr., Principal Chief of the Osage Tribe on July 6, 1999;

IT IS THEREFORE RESOLVED, that Resolution No. 4521 of the Board of County Commissioners of Osage County, Oklahoma is recognized as authority for the Board of County Commissioners of Osage County, Oklahoma to enter into and execute an inter-local governmental agreement with the Osage Tribe of Oklahoma, and does hereby again authorize the Chairman of the Board of County Commissioners of Osage County, Oklahoma and the Sheriff of Osage County, Oklahoma to enter into and execute the inter-local governmental agreement executed by Principal Chief of the Osage Tribe of Oklahoma and authorized by the Osage Tribal Council.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS 26TH DAY OF JULY, 1999.

07655

Attest:

Toby Bighorse
Toby Bighorse, County Clerk

Larry D. Stuart
Larry D. Stuart, District Attorney

Board of County Commissioners
Osage County, Oklahoma

By: G H Bellard
Chairman

Scott H. Holt
Member

Charles L. Driskill
Member

RESOLUTION NO. 4 5 2 1

Misc # 4521

WHEREAS, inter-local governmental agreements for cooperative law enforcement efforts between state law enforcement agencies, the Bureau of Indian Affairs and Indian Tribal governments are recognized and authorized by the Indian Law Enforcement Reform Act, 25 U.S.C. Section 2801, et seq., and Oklahoma Law, Title 74 O.S. Section 1001, et seq., and the State-Tribal Relations Act, Title 74 O.S. Section 1221;

AND WHEREAS, the Board of County Commissioners of Osage County, Oklahoma finds that it would be in the best interest of the citizens of Osage County, Oklahoma to enter into such agreements;

IT IS THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA:

That Osage County, Oklahoma enter into a cooperative law enforcement agreement with the Bureau of Indian Affairs and the Osage Nation providing for cooperative law enforcement efforts and the cross-deputization of law enforcement officers of the Osage County Sheriff's office, the Bureau of Indian Affairs and the Osage Nation as proposed and upon the terms agreed to by the Sheriff of Osage County, Oklahoma, the Bureau of Indian Affairs and the Osage Nation.

IT IS FURTHER RESOLVED, that said agreement shall not take effect until the same is approved by the District Attorney of Osage County, Oklahoma, the Attorney General of the State of Oklahoma, the Governor of the State of Oklahoma, the Chairman of the Joint Committee on State-Tribal Relations of the State of Oklahoma and the Secretary of the Interior of the United State of America or their respective authorized designees.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS 18TH DAY OF SEPTEMBER, 1995.

Board of County Commissioners
Osage County, Oklahoma

Attest:

Toby Bighorse
Toby Bighorse, County Clerk

Larry D. Stuart
Larry D. Stuart, District Attorney

By: Wayne Williams
Chairman
H H Bell
Member
Charles S. Bradley
Member

**RESOLUTION
OF THE
OSAGE TRIBAL COUNCIL**

No. 30-431

WHEREAS,

1. The Osage Tribal Council, organized pursuant to provisions of the Act of June 28, 1906, 34 Stat. 539, as amended, and is the elected governing body of the Osage Tribe of Indians; and

2. After full consideration of a cross-deputization agreement, attached hereto, among the Osage Tribe of Indians, Osage County, Oklahoma, and the Bureau of Indian Affairs which permits the law enforcement agencies of those three parties to cross-deputize their law enforcement officers to provide enhanced law enforcement services in Osage County, Oklahoma, the Osage Tribal Council has determined that said agreement should be approved.
THEREFORE, BE IT

RESOLVED,

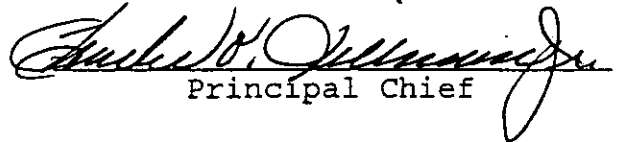
1. The cross-deputization agreement attached hereto which is entitled "Agreement for Cooperative Enforcement and Cross-Deputization between the Osage Nation, Bureau of Indian Affairs, the State of Oklahoma, Osage County, Oklahoma and Various Oklahoma Municipal Corporations" is hereby approved; and

2. The Principal Chief, or in his absence the Acting Principal Chief, is authorized to execute said agreement on behalf of the Osage Tribe of Indians and to forward ten (10) copies of the same to the District Attorney of Osage County, Oklahoma, for presentation to the Board of County Commissioners of Osage County, Oklahoma. Upon the return of the agreement to the Principal Chief, or Acting Principal Chief in his absence, after it has been duly approved and executed by the Chairman, Board of County Commissioners and the Sheriff of Osage County, Oklahoma, the agreement, with sufficient original and executed copies thereof is to be transmitted to the Commander, District II, Law Enforcement Services, Bureau of Indian Affairs, Muskogee, Oklahoma, for his approval and execution on behalf of the Bureau of Indian Affairs and for his subsequent transmittal to the Attorney General, the State-Tribal Relations Committee, and the Governor of the State of Oklahoma for their respective approvals; and

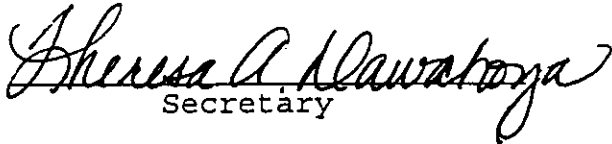
3. The Principal Chief, or in his absence the Acting Principal Chief, is hereby authorized to sign this Resolution.

CERTIFICATION

I hereby certify the foregoing Resolution No. 30-431 was considered by the Osage Tribal Council at a duly called meeting in Pawhuska, Oklahoma, at which a quorum was present and the same was adopted by a vote of 8 in favor and 0 opposed, this 30th day of June 1999.


Principal Chief

ATTEST:


Secretary