

Appendix D

MUTUAL AID AND ASSISTANCE AGREEMENT

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This Mutual Aid and Assistance Agreement ("Agreement") is entered into by and between the Miller County, Missouri Sheriff's Department ("SHERIFF"), and The Osage Nation ("OSAGE NATION"), a federally-recognized tribe (collectively "PARTIES"). The PARTIES agree the force and effect of this Agreement is contingent upon OSAGE NATION opening and operating a casino in Lake Ozark, Missouri defined below as the CONTINGENT EVENT.

WHEREAS, OSAGE NATION owns a parcel of land at 3501 Bagnall Dam Blvd., Lake Ozark, Miller County, Missouri ("Osage Property"). The Osage Property is located within Miller County and the SHERIFF's operational response area, and

WHEREAS, the PARTIES desire to agree to operational protocol regarding emergency law enforcement responses to the Osage Property by the SHERIFF, and

WHEREAS, the PARTIES wish to promote interagency mutual aid and assistance agreements and to have an operational plan in place for the benefit of visitors to the Osage Property, the City of Lake Ozark, and Miller County.

NOW, THEREFORE, the PARTIES agree to the following provisions:

- 1) **CONTINGENT EVENT.** This Agreement shall have no force and effect unless and until the following occurs:
 - a. The Osage Property is taken into trust pursuant federal law and regulations for the purposes of gaming activity; and
 - b. Any OSAGE NATION casino is open to the public for operation on the Osage Property.
- 2) **EFFECTIVE DATE.** The Agreement shall be effective upon approval by both parties and upon the CONTINGENT EVENT occurring. This Agreement shall terminate three years from the date of the CONTINGENT EVENT unless mutually extended and renewed by both parties in writing on or before the completion of the third year after the CONTINGENT EVENT.
- 3) **CONSIDERATION.** In consideration of this Agreement, OSAGE NATION agrees to pay SHERIFF Fifty Thousand dollars (\$50,000.00) annually for the duration of this Agreement. The first annual payment shall be made within ten (10) days of the EFFECTIVE DATE. Subsequent payments shall be made annually within ten (10) days of the yearly anniversary of the EFFECTIVE DATE. Payment shall be made in a manner agreed upon by the PARTIES. If no agreement can be reached, payment shall be made by check.
- 4) **INCIDENT CONTROL.** Upon dispatch of Miller County Sheriff's Department personnel and equipment to the Osage Property, the Miller County Sheriff's Department will have control of the emergency scene. In the event that multiple law enforcement agencies respond to the same occurrence, the hierarchy of control shall be as follows:

- a. Lake Ozark PD
- b. Miller County Sheriff's Department
- c. Missouri State Highway Patrol

The responding agencies may come to a different control agreement amongst themselves after arriving on scene. The respective agencies shall notify OSAGE NATION personnel of any deviation from the above control order.

- 5) **COOPERATION.** OSAGE NATION shall cooperate with the SHERIFF by assisting with traffic control, emergency operations and other support functions as directed and requested by SHERIFF'S Incident Commander.
- 6) **RESPONSE UPON REQUEST.** Upon dispatch via the E-911 system or by request of OSAGE NATION, SHERIFF'S equipment and personnel, as well as its emergency medical services, if needed, will, if available be dispatched to the Osage Property.
- 7) **UNAVAILABILITY OF PERSONNEL.** If SHERIFF does not have adequate equipment and personnel available to respond to an emergency situation at the Osage Property, then SHERIFF shall request that other mutual aid agencies respond to the emergency. In addition, SHERIFF shall notify OSAGE NATION that it does not have adequate equipment and personnel to respond. OSAGE NATION agrees to then contact other agencies to respond to the emergency.
- 8) **SPECIAL LAW ENFORCEMENT COMMISSION.** SHERIFF agrees to require enough personnel to obtain a special law enforcement commission through the Bureau of Indian Affairs pursuant to federal law and regulations to carry out its obligations and duties under this contract.
- 9) **AUTHORIZED REPRESENTATIVES.** The PARTIES shall each designate an authorized representative and may designate subordinates as the PARTIES respectively determine necessary to act as an authorized representative in his/her absence. Each authorized representative shall provide his/her counterpart with a list of authorized representatives together with contact information upon the EFFECTIVE DATE of this Agreement.
- 10) **INSURANCE.** The PARTIES shall carry and maintain general liability insurance and other applicable insurance as required by the State of Missouri.
- 11) **WAIVER OF CLAIMS.** PARTIES waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.
- 12) **RIGHTS OF THIRD PARTIES.** This Agreement is not intended to create any rights in any third parties.
- 13) **PRESERVATION OF DEFENSES AND RIGHTS.** Nothing in this Agreement shall be read as waiving or limiting any defenses, rights, or remedies available to either party. Nothing in this Agreement shall be construed as a waiver of sovereign immunity for either party.

- 14) **EXECUTION OF AGREEMENT.** This Agreement shall be executed in duplicate. Each copy of which shall be an original. Copies of the fully executed Agreement shall be valid as an original.
- 15) **ASSIGNABILITY.** This Agreement is not assignable without the written consent of both parties thereto.
- 16) **CONTACT REPRESENTATIVES.** Each party shall designate a representative for the other party to contact with regard to any matter relating to this Agreement. The representative of OSAGE NATION, as well as all pertinent contact information is as follows:

Office of the Attorney General
1223 Grandview
Pawhuska, OK 74056
(918) 287-5514

The representative of SHERIFF shall be the elected Sheriff of Miller County, or his designee.

Mailing Address: 1999 MO-52
Tuscumbia, MO 65082

- 17) **TERMINATION.** This Agreement may be terminated at any time by either party with or without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.
- 18) **INTERPRETATION.** When any word in this Agreement is used in the singular sense, it shall include the plural, and the plural, the singular, except where a contrary intention plainly is shown. When any word in the Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intent plainly is shown.
- 19) **ENTIRE AGREEMENT.** This Agreement contains all of the terms, covenants, stipulations, and provisions agreed upon and may not be amended except as provided herein.
- 20) **MODIFICATION.** This Agreement may be modified by subsequent agreement of the PARTIES only by an instrument in writing signed by each party or an oral agreement to the extent that the parties carry it out.
- 21) **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.
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MILLER COUNTY SHERIFF DEPARTMENT

By:


Louie Gregoire, Sheriff

Date:

9-22-2023

STATE OF MISSOURI

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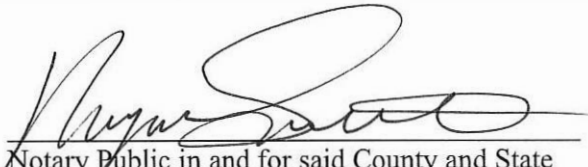
) ss.

COUNTY OF Miller

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On this 22 day of Sept, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Louie Gregoire, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public in and for said County and State

My Commission Expires: 3/26/24



OSAGE NATION, a federally recognized tribe

By: _____
Geoffrey M. Standing Bear, Principal Chief

Date: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Geoffrey Standing Bear, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said County and State

My Commission Expires: