

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2022-82**

WHEREAS, The Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and pertinent amendments thereof; and

WHEREAS, The Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-laws; and

WHEREAS, The Rosebud Sioux Tribal Council is authorized to promulgate and enforce ordinances for the maintenance of law and order, and to safeguard the peace and morals, and general welfare of the Tribe, pursuant to the Rosebud Sioux Tribe Constitution and By-Laws Article IV Sections1 (k), and (m), and

WHEREAS, the Rosebud Sioux Tribe conducts Class III Gaming and operates a gaming facility, the Rosebud Casino, pursuant to the Indian Gaming Regulatory Act, 25 USC Section 2701 et. Seq. and has enacted a Gaming Ordinance to regulate gaming activities within the exterior boundaries of the Rosebud Sioux Tribe Reservation; and

WHEREAS, The Rosebud Casino General Manager has recommended the Rosebud Sioux Tribe authorize a Memorandum of Understanding with the Rosebud Sioux Tribe Ambulance Program, for the purpose of providing emergency medical services and transportation, and to establish the terms and conditions under which certified Emergency Personnel shall provide emergency, medical services and transportation on the property of the Rosebud Casino, Motel, Fuel Plaza, and the Prairie Hills Casino Class II Casino and Golf Course, for a term of three years; and

WHEREAS, Each Party shall indemnify and hold the other party harmless from and against any and all claims, suits, liabilities, obligations, damages, and expenses, (including reasonable attorneys' fees and expenses arising out of either Indemnitor's performance or failure to perform in accordance with the terms of the Agreement; and

WHEREAS, Nothing in the Agreement shall be construed as a waiver of the sovereign immunity of the Tribe from suit or any of its constituent parts as to any claim for damages, attorneys' fees or costs, regardless of whether any such claim arises out of the same transaction or occurrence, or in any other respect; and

THEREFORE BE IT RESOLVED, the Rosebud Sioux Tribe adopts the recommendation of the Rosebud Casino General Manager and approves the proposed MOU with the Rosebud Sioux Tribe Ambulance Program; and

BE IT FINALLY RESOLVED, that the President of the Rosebud Sioux Tribe is authorized and directed to sign and execute any and all documents on behalf of the Rosebud Sioux Tribe.

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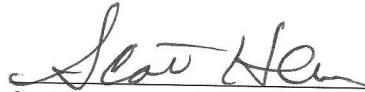
CERTIFICATION

This is to certify that the above Resolution No. 2022-82 was duly passed by the Rosebud Sioux Tribal Council in session on March 22, 2022 by a vote of fifteen (15) in favor, zero (0) opposed and zero (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

ATTEST:



Nicole Marshall, Secretary
Rosebud Sioux Tribe



Scott Herman, President
Rosebud Sioux Tribe

MEMORANDUM OF UNDERSTANDING
BETWEEN: ROSEBUD CASINO & PRAIRIE HILLS CLASS II CASINO
AND: ROSEBUD SIOUX TRIBE AMBULANCE PROGRAM

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Rosebud Casino (Casino) whose address is: 30421 US Hwy 83 Valentine, Nebraska 69201 and the Rosebud Tribe Ambulance Program RAS whose address is: 15 Circle Drive Rosebud, South Dakota 57570. To include ancillary property, the Prairie Hills Class II Casino and Golf, whose address is: 27356, 285th St., Mission, SD, 57555
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which certified Emergency Medical Personnel of the Rosebud Tribe Ambulance Service may, provide Emergency Medical assistance within the territorial jurisdiction of the Rosebud Casino, which is located 22 miles south of Mission, South Dakota along US highway 83 on the South Dakota/Nebraska border and second property (2nd) the Prairie Hills Class II Casino and Golf, which is located 2.6 miles south of Mission, South Dakota.
3. **Terms of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties of this MOU, and the governing bodies of parties, and or their respective counties or agencies.
4. **Responsibilities of the Rosebud Casino and ancillary property, Prairie Hills Class II Casino and Golf.** It will be the responsibility of the Rosebud Casino and Prairie Hills facilities to make every effort to handle all situations that occur on Rosebud Casino & Prairie Hills property. It will also be the responsibility of the Rosebud Casino and Prairie Hills to render medical assistance to any person while the Ambulance is enroute to the Casino.
5. **Responsibilities of the Rosebud Sioux Tribe Ambulance Service.** It will be the responsibility of the Rosebud Tribe Ambulance Service to provide Emergency Medical Services to the Rosebud Casino in a timely manner (when possible), or to advise Casino personnel of other arrangements.

6. **General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties of this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Indemnification clause.** Each party shall indemnify and hold the other party harmless from and against any and all claims, suits, liabilities, obligations, damages, and expenses. (including reasonable attorneys' fees and expenses arising out of either indemnitor's performance or failure to perform in accordance with the terms of this MOU.
- C. **Authority Granted and Chain of Command.** Emergency Medical personnel of the Rosebud Tribe Ambulance Service assigned and performing duties pursuant to this MOU shall have authority to perform their duties within the territorial jurisdiction of the Rosebud Casino and its property.
- D. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. **Sovereign Immunity.** The Rosebud Casino and its ancillary property, Prairie Hills Class II Casino and the Rosebud Sioux Tribe Ambulance Service and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
7. **Signatures.** In witness whereof, the parties of this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Rosebud Casino:

General Manager, Rosebud Casino

Date

Prairie Hills Class II Casino:

Director, Prairie Hills Class II Casino

Date

Rosebud Tribe Ambulance Service:

Director, Rosebud Sioux Tribe Ambulance Service

Date

Concur:

President of the Rosebud Sioux Tribe, Scott Herman

Date: