



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 20- 33  
of the  
SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government;

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

**WHEREAS**, the Squaxin Island Tribal Council finds that the regulation of business activities on all lands within the jurisdiction of the Squaxin Island Tribe is essential to the health and welfare of the Squaxin Island Tribe and its members;

**WHEREAS**, the Squaxin Island Tribe and the Transaction Data Systems, Inc. (TDS) wish to enter into a Master Software License Agreement for use of hardware, software and support services to the Squaxin Island Tribe Health Clinic's Kamilche Pharmacy;

**WHEREAS**, the contract agreement contains a limited waiver of sovereign immunity regarding any disputes related to the contract services;

**WHEREAS**, in order to induce the the TDS to complete and execute the contract agreement, it is necessary for the Tribal Council to ratify and approve the terms of the contract agreement; to authorize execution of any and all documents required; to issue a limited waiver of sovereign immunity; and to consent that the Tribe may be sued in a court having jurisdiction in disputes over matters related to the agreement;

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby agrees to enter into the attached contract agreement with the TDS for services provided to the Squaxin Island Tribe's Kamilche Pharmacy;

**NOW THEREFORE BE IT RESOLVED**, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this agreement to the limited waiver as stated in *Section 32 Limited Waiver of Sovereign Immunity* of this agreement; as follows:

*32. Limited Waiver of Sovereign Immunity*

*The Squaxin Island Tribe hereby grants a limited waiver of sovereign immunity to TDS for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to TDS only and is not assignable, transferrable, or in any way applicable to any third-party. To the extent that damages are available to TDS under the terms of this Agreement, compensation under this limited sovereign immunity waiver is limited to amounts recoverable under section 24 of this Agreement.*

**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council hereby authorizes the Council Chairman or the Tribal Administrator to do any and all things necessary to effect execution of the Contract.

**CERTIFICATION**

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a special meeting of the Squaxin Island Tribal Council, held on this 20 day of July, 2020, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_  
Arnold Cooper, Chairman

Attested by:

  
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Jeremie Walls, Secretary

  
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Charlene Krise, Vice Chairman