



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 23-14

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; and

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; and

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

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; and

WHEREAS, the Squaxin Island Executive Services Department finds it necessary to enter into a Subscription Agreement with Paylocity Corporation for implementation and use of payroll software and other related services;

WHEREAS, the Subscription Agreement contains provisions in Responsibilities Section 6 that require a limited waiver of sovereign immunity regarding any disputes relating to the agreement, Responsibilities Section 6 are stated as follows:

Responsibilities

6. PAYLOCITY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BUT UNDER NO CIRCUMSTANCES, OTHER THAN DEFINED IN PART 2 OF THIS SECTION OR FOR CRIMINAL OR FRAUDULENT

ACTS BY PAYLOCITY OR ANY OF ITS EMPLOYEES, EXCEED THE CHARGE FOR SUCH SERVICE DURING THE LAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. FURTHER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (a) CLIENT AGREES THAT PAYLOCITY IS NOT RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE AND IS NOT RESPONSIBLE FOR CLIENT'S COMPLIANCE WITH FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE FAIR LABOR STANDARDS ACT OR ANY WAGE AND HOUR LAWS, and (b) CLIENT IS SOLELY RESPONSIBLE FOR ANY LIABILITY TO EMPLOYEES FOR FAILURE TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS. PAYLOCITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF PAYLOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement creates or will be understood to create third party beneficiaries. CLIENT understands and agrees that Paylocity has no obligations to third parties, including CLIENT'S employees and any third-party agencies.

WHEREAS, to induce the Tribal Administrator into signing the Service Agreement contract, the Tribal Council specifically limits its waiver of sovereign immunity for purposes of this agreement Responsibilities Section 6, as stated below:

Limited Waiver of Sovereign Immunity: The Squaxin Island Tribe, for the purposes of this service agreement, grants Paylocity Corporation a limited waiver of sovereign immunity. Such waiver is limited solely to equitable remedies and/or recovery of damages should the Tribe enter into default under Responsibilities Section 6 of this agreement. Such limited waiver of sovereign immunity is to Paylocity only, and may not be transferred to any other entity; and is not for the benefit of any third party.

FINALLY, BE IT RESOLVED, that the Tribal Council hereby authorizes the Tribal Administer to do any and all things necessary to effect execution of the Paylocity Corporation Subscription Agreement.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13th day of April, 2023, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.

Marvin E. Campbell
Marvin E. Campbell (Apr 13, 2023 15:12 PDT)

for

Kris Peters, Chair

Attested by


Patrick Braese (Apr 13, 2023 15:53 PDT)

Patrick Braese, Secretary

Jaimie Cruz

Jaimie Cruz (Apr 17, 2023 10:46 PDT)

Jaimie Cruz, Vice Chair












SIT - Paylocity Corp

Final Audit Report

2023-04-17

Created:	2023-04-13
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU57K1yFCLbNAcmW7gymE7IOQo02JQ-D-

"SIT - Paylocity Corp" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)
2023-04-13 - 10:10:30 PM GMT- IP address: 216.235.106.129
-  Document emailed to mcampbell@squaxin.us for signature
2023-04-13 - 10:11:23 PM GMT
-  Email viewed by mcampbell@squaxin.us
2023-04-13 - 10:11:44 PM GMT- IP address: 73.83.34.246
-  Signer mcampbell@squaxin.us entered name at signing as Marvin E. Campbell
2023-04-13 - 10:12:19 PM GMT- IP address: 73.83.34.246
-  Document e-signed by Marvin E. Campbell (mcampbell@squaxin.us)
Signature Date: 2023-04-13 - 10:12:21 PM GMT - Time Source: server- IP address: 73.83.34.246
-  Document emailed to pbraese@squaxin.us for signature
2023-04-13 - 10:12:23 PM GMT
-  Email viewed by pbraese@squaxin.us
2023-04-13 - 10:51:34 PM GMT- IP address: 174.204.64.139
-  Signer pbraese@squaxin.us entered name at signing as Patrick Braese
2023-04-13 - 10:52:58 PM GMT- IP address: 174.204.64.139
-  Document e-signed by Patrick Braese (pbraese@squaxin.us)
Signature Date: 2023-04-13 - 10:53:00 PM GMT - Time Source: server- IP address: 174.204.64.139
-  Document emailed to jcruz@squaxin.us for signature
2023-04-13 - 10:53:01 PM GMT
-  Email viewed by jcruz@squaxin.us
2023-04-17 - 5:46:41 PM GMT- IP address: 216.235.106.129

 Signer jcruz@squaxin.us entered name at signing as Jaimie Cruz

2023-04-17 - 5:46:54 PM GMT- IP address: 216.235.106.129

 Document e-signed by Jaimie Cruz (jcruz@squaxin.us)

Signature Date: 2023-04-17 - 5:46:56 PM GMT - Time Source: server- IP address: 216.235.106.129

 Agreement completed.

2023-04-17 - 5:46:56 PM GMT

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