



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 23-78

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 medical supplies provided by reputable medical supplier Henry Schein are essential to the operations of the Squaxin Island Dental Clinic; and

**WHEREAS**, the Dental Clinic staff have identified legal terms and conditions that apply to the ordering and delivery of medical supplies provided by Henry Schein, and included in those terms is an effective waiver of Tribe's sovereign immunity; and

**NOW THEREFORE BE IT RESOLVED**, the Tribal Council grants authorization to allow the Clinic to enter a waiver of sovereign immunity, as it applies to the sections titled "Arbitration" and "Choices of Law and Forum," of the terms & conditions:

**ARBITRATION:** All Claims related to or arising under or relating to this Agreement (except for Claims for non-payment of amounts due to Henry Schein for the sale of products) are to be exclusively and finally determined by binding arbitration in the state of

New York, or another location mutually agreeable to the parties. Any and all Claims must be arbitrated on an individual basis, and there shall be no right or authority for any Claims or disputes to be arbitrated on a class action or collective basis. For avoidance of doubt, each party irrevocably waives any right to: (i) have any Claim resolved in connection with any class action or collective action, or (ii) recover any damages or relief directly or indirectly as part of any class action or collective action. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or if applicable, under its Procedures for Large, Complex Commercial Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the disputed subject matter and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be or has been at any time employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. To the extent that any Claim or dispute is determined to not be subject to arbitration, all other Claims or disputes that would otherwise be subject to arbitration must be arbitrated. As used in this Agreement, "Claims" shall mean any and all liabilities, disputes and expenses whatsoever including, without limitation, claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), damages (whether compensatory, multiple, exemplary or punitive), judgments, awards, penalties, settlements, investigations, costs, responses to subpoenas or other governmental directives and reasonable attorneys' fees and disbursements with respect to any claims that may be sustained, suffered or incurred by a Party hereto.

**CHOICE OF LAW AND FORUM:** These Legal Terms and Conditions shall be governed by and construed in accordance with the laws of the state of New York, without regard to such state's rules regarding conflicts of laws. By accessing this Web site, you agree that courts located in the Eastern and Southern Districts of New York or in the counties within those federal judicial districts shall have exclusive jurisdiction over all claims and actions arising out of or relating to these Legal Terms and Conditions and/or your use of this site, and you further agree and submit to the exercise of personal jurisdiction of such courts and consent to extra-territorial service of process for the purpose of litigating any such claim or action.

**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes the Clinic staff, to take any steps necessary to effect execution and implementation of the 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 14th day of December, 2023, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kristopher K Peters  
Kristopher K Peters (Dec 15, 2023 12:23 PST)

**Kris Peters, Chairman**

Attested by:   
Patrick Braese (Dec 19, 2023 16:25 PST)

**Patrick Braese, Secretary**

Jaimie Cruz  
Jaimie Cruz (Dec 20, 2023 10:38 PST)

**Jaimie Cruz, Vice Chairman**












# Clinic - Henry Schein Contract Waiver\_

Final Audit Report

2023-12-20

Created:	2023-12-15
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJf8UTrpAnjcSOlbJvAueqHvvVXqFLGT

## "Clinic - Henry Schein Contract Waiver\_" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)  
2023-12-15 - 8:10:11 PM GMT- IP address: 216.235.106.129
-  Document emailed to kpeters@squaxin.us for signature  
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-  Email viewed by kpeters@squaxin.us  
2023-12-15 - 8:22:27 PM GMT- IP address: 104.47.58.254
-  Signer kpeters@squaxin.us entered name at signing as Kristopher K Peters  
2023-12-15 - 8:23:02 PM GMT- IP address: 172.56.105.139
-  Document e-signed by Kristopher K Peters (kpeters@squaxin.us)  
Signature Date: 2023-12-15 - 8:23:04 PM GMT - Time Source: server- IP address: 172.56.105.139
-  Document emailed to pbraese@squaxin.us for signature  
2023-12-15 - 8:23:05 PM GMT
-  Email viewed by pbraese@squaxin.us  
2023-12-20 - 0:25:06 AM GMT- IP address: 104.47.56.254
-  Signer pbraese@squaxin.us entered name at signing as Patrick Braese  
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-  Document e-signed by Patrick Braese (pbraese@squaxin.us)  
Signature Date: 2023-12-20 - 0:25:40 AM GMT - Time Source: server- IP address: 174.204.67.222
-  Document emailed to jcruz@squaxin.us for signature  
2023-12-20 - 0:25:41 AM GMT
-  Email viewed by jcruz@squaxin.us  
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 Signer jcruz@squaxin.us entered name at signing as Jaimie Cruz

2023-12-20 - 6:38:14 PM GMT- IP address: 73.225.108.9

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

Signature Date: 2023-12-20 - 6:38:16 PM GMT - Time Source: server- IP address: 73.225.108.9

 Agreement completed.

2023-12-20 - 6:38:16 PM GMT