



EXECUTIVE COUNCIL OF THE
CENTRAL COUNCIL OF THE TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 26-110

Title: Limited Waiver of Sovereign Immunity Related to contracting with Brightwheel

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 38,000 citizens; and

WHEREAS, pursuant to the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS Tlingit & Haida seeks enter into an agreement with Brightwheel for the purpose of facilitating setup, training, and intake of student information (the "Agreement"), including tailored onboarding sessions, access to supplemental training materials like webinars and guides, along with support via email and phone for administrators, staff, and parents to communities across Southeast Alaska; and

WHEREAS, Brightwheel requires a limited waiver of sovereign immunity in order to provide such services; and

WHEREAS, Article V, Section 4(a)(2) of Tlingit & Haida's constitution states that waivers of sovereign immunity are disfavored and are only to be granted when it is necessary to secure a substantial advantage or benefit to Tlingit & Haida;

NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that granting the limited waiver of sovereign immunity as described below (the "Waiver") is necessary to secure a substantial benefit to Tlingit & Haida through the engagement of Brightwheel and the acquisition of comprehensive training and support services for communities across Southeast Alaska; and



BE IT FINALLY RESOLVED, that Tlingit & Haida irrevocably waives its sovereign immunity from suit for the sole purpose of enforcing the terms of the Agreement and will not raise sovereign immunity as a defense in a judicial action brought thereto by Brightwheel, subject to the following limitations:

1. Notwithstanding any applicable statute of limitations or other law, the Waiver shall be enforceable while the Agreement is in effect, and the Waiver shall expire when the term of the Agreement expires or the Agreement is otherwise terminated; and
2. The Waiver is solely in favor of Brightwheel and does not extend to any other person, company, or entity; and
3. The Waiver does not waive the immunity of Tlingit & Haida's employees, officers, agents, Community Councils, and/or members;
4. This Waiver is not to be construed as a waiver of or consent to attachment, execution, levy, encumbrance, or other judicial process upon:
 - a. Any real property, or interest in real property, of Tlingit & Haida or its sub-entities, whether held in fee, in trust for the benefit of Tlingit & Haida or any tribal citizen by the United States, or as restricted fee simple land; or
 - b. Any federal, state, or grant funds held, or to be received by, Tlingit & Haida, in trust or otherwise; or
 - c. Any assets used primarily in connection with the provision of customary governmental services, such as those related to health, safety and welfare, by Tlingit & Haida or any of its sub-entities; or
 - d. Any other property against which recourse is prohibited by applicable state or federal law;
5. The Waiver applies solely with respect to claims or causes of action arising out of the Agreement that are brought in accordance with the laws of the State of California; and
6. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and Brightwheel agree that:
 - a. The parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, including any dispute concerning its performance, breach, termination, or interpretation through consultation between authorized representatives of the parties; and

- b. If the Dispute is not resolved within thirty (30) days after written notice of the Dispute, either party may require the parties to participate in non-binding mediation before a mutually agreed-upon mediator consistent with the provisions set forth in the Agreement;
7. The Waiver is solely to enforce Tlingit & Haida's payment obligations under the Agreement and any resolution reached pursuant thereto shall be limited to the total fees paid or payable by Tlingit & Haida under the Agreement and does not entitle Brightwheel to any other relief, remedy, or forum; and
8. The Limited Waiver does not entitle or authorize Brightwheel to bring any claim or action for punitive and consequential damages.

ADOPTED this 13th day of August 2026, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 4 yeas, 0 nays, 0 abstentions and 3 absences.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata