



CENTRAL COUNCIL
Tlingit and Haida Indian Tribes of Alaska
Office of the President • Edward K. Thomas Building
9097 Glacier Highway • Juneau, Alaska 99801

Executive Council of the Central Council
TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 23-20

Title: Limited Waiver of Sovereign Immunity for Moss Adams Professional Services Agreement

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 35,000 citizens; and

WHEREAS, under Article X of 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 has entered into a Professional Services Agreement with Moss Adams LLP (“Moss Adams”) for audit and drafting services related to Tlingit & Haida’s basic financial statements and primary government financial statements as of December 31, 2021, as well as for the provision of reports related to the financial statements (the “Agreement”); and

WHEREAS, the Agreement requires a limited waiver of sovereign immunity for disputes arising out of and related to the Agreement (the “Limited Waiver”);

NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit and will not raise sovereign immunity as a defense in a mediation or arbitration brought therein by Moss Adams, subject to the following limitations:

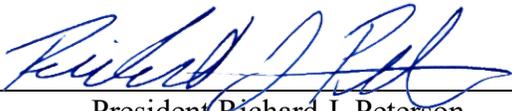
1. The Limited Waiver shall expire three (3) years after the termination, cancellation, or completion of the Agreement, whichever occurs later, so long as the Limited Waiver remains in effect for any proceeding then pending in mediation and/or arbitration, as well as all appeals therefrom, until such matters have been finally determined;
2. The Limited Waiver is solely in favor of Moss Adams and shall not extend to any other person, agency, or entity;
3. The Limited Waiver is solely with respect to those matters that are subject to mediation and arbitration pursuant to the Agreement

4. The Limited Waiver applies solely with respect to claims or causes of action arising out of or relating to the Agreement.
 - a. Any claims related to the making, formation, validity, obligations under, and breach of the Agreement shall be governed by Alaska law and submitted to a mutually agreed upon mediator as set forth in the Agreement. If such claims cannot be resolved through mediation, such claims shall be determined by binding arbitration, governed by Alaska law, as set forth in the Agreement.
 - b. Any claims related to the Limited Waiver and the existence, interpretation, and enforceability of the arbitration provisions of the Agreement shall be governed by applicable federal and Tribal law and submitted to a mutually agreed upon mediator as set forth in the Agreement. If such claims cannot be resolved through mediation, such claims shall be determined by binding arbitration, governed by applicable federal and Tribal law, as set forth in the Agreement.
5. The Limited Waiver is not to be construed as a waiver of or consent to the attachment, execution, levy, encumbrance, or other judicial process upon:
 - a. any real property, or interest in any 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;
6. The Limited Waiver does not waive the sovereign immunity of Tlingit & Haida's employees, officers, agents, and members.

BE IT FURTHER RESOLVED that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit or action in Tribal Court for purposes of enforcement of any adjudicatory action resulting from the above Limited Waiver and its limitations, as well as for equitable, non-monetary relief, consistent with the terms of the Agreement.

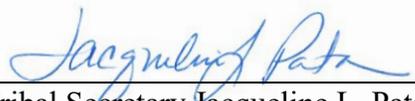
ADOPTED this 20th day of March 2023, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 5 yeas, 0 nays, 0 abstentions and 1 absence.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata