



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 25-137

Title: Limited Waiver of Sovereign Immunity for Alaska Power & Telephone Non-Disclosure Agreement

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 access to Alaska Power & Telephone's (AP&T) financial statements, documents, and other financial data to evaluate the potential purchase of AP&T assets to support the Tribe's broadband operations through Tidal Network; and

WHEREAS, AP&T has confidential agreements with its customers that require a Non-Disclosure Agreement (NDA) for AP&T to disclose financial information; and

WHEREAS, Tlingit & Haida wishes to enter into an NDA with AP&T, which will allow Tlingit & Haida to make an informed decision on the purchase of AP&T assets; and

WHEREAS, the NDA requires a limited waiver of sovereign immunity for the disclosure of necessary financial information; 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 Central Council Tlingit & Haida Indian Tribes of Alaska hereby determines that granting a limited waiver of sovereign immunity is necessary to secure a substantial benefit to Tlingit & Haida by allowing Tlingit & Haida access to AP&T's financial records to make an informed decision for the purchase of assets; and

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

1. This Limited Waiver is strictly limited to the NDA entered into with AP&T;
2. The Waiver is solely in favor of AP&T and does not extend to any other person, company, or entity;
3. This Limited Waiver does not waive the sovereign immunity of Tlingit & Haida's employees, officers, agents, citizens, and Community Councils;
4. This Limited 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
5. This Limited Waiver does not entitle or authorize AP&T to bring any claim or action in equity or for punitive and consequential damages;
6. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and AP&T agree that:
 - a. the authorized representatives of Tlingit & Haida and AP&T shall meet and attempt to resolve any claim(s) through good faith negotiations; and
 - b. if such negotiations do not resolve the claim(s), Tlingit & Haida agrees that AP&T may bring suit pursuant to this Limited Waiver in:
 - i. the United States District Court for the District of Alaska (and all federal courts to which decisions of the United States District Court for the District of Alaska may be appealed); provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the Courts of the State of Alaska; and
 - c. the governing law shall be the laws of the State of Alaska; and
7. Notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for the term of the NDA with AP&T and for (1) year after the cessation or termination of the NDA and only as to claims and causes of action arising during the term of the NDA.

ADOPTED this 26th day of September 2025, 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