



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 23-102

Title: Limited Waiver of Sovereign Immunity Related to Shaan S'oox Community Center

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 37,000 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 an agreement (the "Agreement") with Carver Construction, LLC ("Carver") for the expansion of the Shaan S'oox Community Center (formally known as the Juneau Community Council Building); and

WHEREAS, Carver, by virtue of its bond underwriter, requires a limited waiver of sovereign immunity for disputes arising out of and related to the Agreement (the "Limited Waiver"); and

WHEREAS, Article VII, Section 4 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 the Limited Waiver, as described below, is necessary to secure a substantial benefit to Tlingit & Haida to effectuate the Agreement for the purpose of expanding the Shaan S'oox Community Center; and

BE IT FURTHER RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby expressly, unequivocally, and irrevocably waives its sovereign immunity from suit and will not raise sovereign immunity as a defense in a judicial action brought therein by Carver, subject to the following limitations:

1. The Limited Waiver is strictly limited to the Agreement that is the subject of this Resolution;
2. The Limited Waiver applies only to Carver and not to any third-party, including, without limitation, Carver's assigns, successors, officers, members, shareholders, or beneficiaries, direct or indirect;
3. The Limited Waiver does not waive the immunity of Tlingit & Haida's officers, employees, agents, citizens, and Community Councils;
4. 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;
5. The Limited Waiver applies solely to claims or causes of action asserted in the United States District Court for the District of Alaska; provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the District or Superior Court of the State of Alaska, First Judicial District; and

BE IT FINALLY RESOLVED, notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for the term of the Agreement and for one (1) year after its termination, and only as to claims and causes of action arising during the term of the Agreement.


ADOPTED this 14th day of December 2023, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata