

ROLL CALL MATRIX

Meeting Date: 12-21-2015

P	A	Res. Number 2015	265	266																
		Unanimous	U																	
	x	Cathy Abramson	---	---																
	x	Kim Gravelle		Y																
	x	Denny McKelvie		Y																
	x	DJ Hoffman	2	1Y																
	x	Jennifer McLeod		Y																
	x	Lana Causley		N																
	x	Cath Hollowell		N																
	x	Bridgett Sorenson		Y																
	x	Keith Massaway	1	Y																
	x	Denise Chase		2																
	x	Darcy Morrow	---	---																
	x	Rita Glyptis		Y																
	x	Aaron Payment																		

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- S = Sponsored by Board Member
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous



RESOLUTION NO.: 2015-265
**AMENDING LETTER OF CREDIT EXPIRATION DATE
LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO
WAIVER OF TRIBAL COURT JURISDICTION
CREDIT AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION
AUTHORIZATION TO ENTER INTO AGREEMENTS**

**Min Waban Dan
Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe currently has a "Letter of Credit" in the amount of \$2,102,049.00 with PNC Bank, N.A. ("Bank") to satisfy the security requirement of the Michigan Employment Security Act for the Sault Tribe Self-funded Unemployment Program. The expiration date on this Line of Credit is currently August 31, 2016.

1.3 The Tribe wishes to amend this Letter of Credit:

- (i) to amend the expiration date of the Letter of Credit to December 31, 2017; and
- (ii) to authorize further extensions of this Letter of Credit Agreement, without additional action of this Board, for subsequent two year terms

1.4 Bank will not consent to such amendment without a limited waiver of sovereign immunity or waiver of Tribal Court jurisdiction.

1.5 In order to induce the Bank to enter into the Amended Letter of Credit, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and the Bank that might arise from, or relate to, in any respect, the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

1.6 It is in the Tribe's interest to resolve as stated herein.

Res. No: 2015-265

Section 2 LIMITED WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW.

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Bank only should an action be commenced under the Bank contract referenced above.

This waiver:

(i) shall terminate upon performance by the Tribe of all of its obligations under the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement or any subsequent extensions of the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement;

(ii) is granted solely to the Bank;

(iii) shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and Bank and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement;

(iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan, the Tribal Court, and federal courts in Michigan (including the United States Bankruptcy Court) or any arbitrator or arbitration panel.

Section 3 WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement.

Res. No: 2015-265

Section 4 AUTHORIZATION

4.1 The Board of Directors of the Tribe hereby authorizes the Chairperson, the Treasurer, the Chief Financial Officer of the Tribe, and each of their designees, to each act to execute the necessary documents to effectuate this transaction and subsequent extensions of the expiration date, as needed, including, but not limited to the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, the Notification and Control Agreement.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 21 day of December 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-266

**TRIBAL OPERATIONS AND LAND CLAIMS
FY 2015 BUDGET MODIFICATIONS**

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

**Membership
Services**

**Economic
Development
Commission**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modifications for Tribal Operations and Land Claims for the transfer of \$1,831,100.24 from Tribal Operations to Land Claims.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 21 day of December 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 8 members for, 2 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians