



**Mashpee Wampanoag Tribe**  
483 Great Neck Rd So.  
Mashpee, MA 02649  
Phone (508) 477-0208  
Fax (508) 477-1218

**TRIBAL COUNCIL RESOLUTION  
2023-RES-126**

**APPROVAL OF ENGAGEMENT LETTER WITH  
AKIN GUMP TO PREPARE AND SUBMIT LEASES ON  
EXISTING FACILITIES UNDER THE INDIAN SELF  
DETERMINATION AND EDUCATION ASSISTANCE ACT,  
SECTION 105(I) PROGRAM**

**WHEREAS,** the Mashpee Wampanoag Tribe (“Tribe”), is a federally recognized Indian Tribe with duly-enacted Constitution and the governing body of the Tribe is known as the Mashpee Wampanoag Tribal Council (“Tribal Council”); and

**WHEREAS,** the Tribal Council, deems it essential under Article VI, § 2.A of the Mashpee Wampanoag Tribal Constitution (“Constitution”) to promote and protect the health, peace, morals, education, political integrity, economic security and general welfare of the Tribe and members of the Tribe; and

**WHEREAS,** Pursuant to Article VI, § 2 of the Constitution, the Tribal Council is empowered to exercise certain powers, including the power to promote and protect the economic security and general welfare of the Tribe and its members, and the power to negotiate and enter into contracts with other governments and with private persons and corporate entities; and

**WHEREAS,** the Tribal Council has been notified that pursuant 25 U.S.C. § 5324(I)(Pub. L. 93–638, title I, § 105, Congress has authorized the “105(I) lease” program that allows tribes to enter into leases with the Secretary of the Department of the Interior for existing facilities for which the Tribe holds title or leasehold interest and are used

for the administration and delivery of ISDEAA 638 contracts and PFSA 477 program; and

**WHEREAS,** the Tribe desires to submit a request to enter 105(l) lease(s) with the Department and commence lease negotiations for compensation in accordance with 25 C.F.R. Part 900, Subpart H regulations; and

**WHEREAS,** the Tribe desires to engage the law firm of Akin Gump to assist the Tribe with the preparation, submittal and negotiation of the 105(l) program to the Department of Interior; and

**WHEREAS,** Akin Gump has submitted an Engagement Letter to the Tribe for consideration to provide such legal services *pro bono* to the Tribe (the “Engagement Letter”); and

**WHEREAS,** the Tribal Council desires to approve the Engagement Letter with Akin Gump for the aforementioned legal services; and

**WHEREAS,** the Tribal Council desires to approve the preparation, submittal and negotiation of leases pursuant to the 105(l) program.

**NOW, THEREFORE, BE IT RESOLVED,** that the Tribal Council hereby approves the Engagement Letter with the Akin Gump to provide the aforementioned *pro bono* legal services to the Tribe.

**BE IT FURTHER RESOLVED,** that the Tribal Council hereby approves the preparation, submittal and negotiation of leases pursuant to the 105(l) program.

**BE IT FINALLY RESOLVED,** that the Tribal Council hereby grants to the Tribal Chairman, or in his absence or unavailability, other Tribal Council Officer, the requisite authority and power for an on behalf of the Tribe to execute the Engagement Letter with Akin Gump and take such further action necessary to effect the purposes of this Resolution and ensure the successful submittal of the leases to the Department of Interior, 105(l) lease program.

All resolutions or parts of resolutions inconsistent with this resolution are repealed. This resolution is effective immediately and shall continue pursuant to the authority vested in the Tribal Council pursuant to Article VI, §§ 2.A. and D. of the Constitution.

*(Remainder of Page Intentionally Blank)*

## CERTIFICATION

We, the undersigned duly elected Chairman and Secretary of the Tribal Council do hereby certify that the above Resolution was duly adopted on December 13, 2023, by the Mashpee Wampanoag Tribal Council which is composed of 13 members, of whom 12 constituting a quorum, were present at a regular meeting duly called, noticed, convened, and held on December 13, 2023, and that the foregoing Resolution was duly adopted by the affirmative vote of 12 members, with 0 opposing, and with 0 not voting and that said Resolution has not been rescinded or amended in any way.

Dated this 13<sup>th</sup> day of December, 2023.



Brian Weeden, Chairman  
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Secretary  
Mashpee Wampanoag Tribal Council.

**EXHIBIT A**

**ENGAGEMENT LETTER – AKIN GUMP**

December 12, 2023

Brian Weeden  
Chairman  
Mashpee Wampanoag Tribe  
483 Great Neck Road South  
Mashpee, MA 02649

RE: Terms of Pro Bono Engagement

Dear Chairman Weeden:

On behalf of the undersigned client, you retain the firm of Akin Gump Strauss Hauer & Feld LLP (“the Firm”) to perform the following legal and advocacy services for Mashpee Wampanoag Tribe:

Legal and advocacy work with the Department of the Interior to enter into leases on existing facilities under the Indian Self-Determination and Education Assistance Act Section 105(I) program

#### **NO FEE FOR SERVICES**

The Firm agrees to represent the Mashpee Wampanoag Tribe on a pro bono basis, which means that we will not charge the Mashpee Wampanoag Tribe a fee for attorney or other staff services, or for routine administrative costs related to the matter. We do expect that the Mashpee Wampanoag Tribe will pay for filing fees and other out-of-pocket expenses, if any, required for this matter. If we advance any such expenses on behalf of your organization, with your prior consent, you agree to reimburse the Firm for those expenses within 30 days of receipt of an invoice from the Firm.

At least annually, we will send you an accounting of the value of time, using our standard rates, expended on behalf of the Mashpee Wampanoag Tribe. We ask that the Mashpee Wampanoag Tribe consider this the value of our in-kind donation to the Tribe and reflect this contribution in any way that you regularly recognize contributions of money or services (e.g., in an annual report, as an event sponsorship).

#### **LIMIT OF SERVICES**

By agreeing to this representation, the Firm does not agree at this time to represent the Mashpee Wampanoag Tribe in connection with any matter other than that described above. If you and the Firm agree at a later time to extend this representation, you will sign a separate agreement about

the details and costs of such representation. The Firm reserves the right to withdraw from representing you at any time, consistent with our ethical obligations.

### **CLIENT AND FIRM OBLIGATIONS**

The Firm agrees to keep you and/or other appropriate personnel within your Tribe informed about the status of this matter and to consult with you before making any significant decisions about the matter. In addition, the Firm will notify you if the attorney assigned to this matter needs to be changed. In exchange, you agree to cooperate fully with the Firm, and to promptly provide whatever information and documents that the Firm needs to represent the Mashpee Wampanoag Tribe effectively.

### **CONFIDENTIALITY**

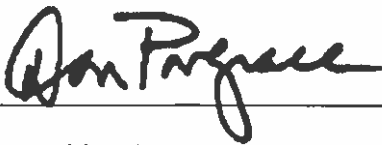
The firm will keep confidential all information related to your matter, consistent with the applicable Rules of Professional Conduct, unless you expressly authorize us to disclose such information.

### **CONSENT TO REPRESENTATION**

Your signature below reflects that, on behalf of the Mashpee Wampanoag Tribe, you understand and agree to the conditions of the Firm's representation. The Firm will begin work on your case once we receive a copy of this signed agreement. If you choose not to notify us in writing of any objection to these terms, then that will also serve as agreement to these terms, subject, of course, to your right to terminate our engagement at any time.

Sincerely,

AKIN



Donald R. Pongrace

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**Akin**

AGREED:

By: 

Brian Weeden, Chairman

Date: 12/14/2023