



Mashpee Wampanoag Tribe

2020-RES-015

RATIFICATION AND REAPPROVAL OF PAYMENTS RELATED TO LAW OFFICES OF MICHAELA D. MCCUISH AGREEMENT

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”);

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;

WHEREAS, Article VI, § 2.D. of the Constitution empowers the Tribal Council to negotiate and enter into contracts and agreements with state and local governments, private persons and corporate entities;

WHEREAS, the Tribal Council wishes to approve payment of agreement with the Law Offices of Michael D. McCuish (the “Agreement”) attached hereto as Attachment A related to representation of Tribal member Nembassett Brown in defense of aboriginal fishing rights in connection with a citations filed by the Town of Falmouth;

WHEREAS, the Tribal Council approved payment of the Agreement by consensus vote on February 14, 2020 and desires to express its ratification, reapproval and authorization for the Tribal Council Chairman, or his designee, to approve payments related to the Agreement, and to take such other actions as are reasonable or necessary in furtherance of the execution or performance of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council hereby ratifies, reapproves and authorizes payment of fees associated with the agreement with Law Offices of Michaela D. McCuish in substantial conformity as the Agreement attached hereto at Attachment A;



Mashpee Wampanoag Tribe

BE IT FURTHER RESOLVED, nothing in this resolution or the Agreement shall be read or construed to effect, modify, limit, or waive the sovereign immunity of the MWT, its departments, agencies, organizations, officers, agents, employees and/or instrumentalities; and

BE IT FINALLY RESOLVED, that the Tribal Council authorizes the Chairman of the Tribal Council, or his designee, to execute the Agreement and to take such other actions as are reasonable and necessary in furtherance of the execution or performance of the Agreement.

All resolutions or parts of resolutions inconsistent with this resolution are repealed.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.



Mashpee Wampanoag Tribe

CERTIFICATION

We, the undersigned Chairperson and Secretary of the Mashpee Wampanoag Tribal Council do hereby certify that the Tribal Council is composed of 13 members of whom 9 constituting a quorum, were present at a Special meeting thereof, duly called, noticed, convened, and held on the 19th day of February, 2020, and that the foregoing Resolution was duly adopted by the affirmative vote 7 of members, with 0 opposing, and with 2 not voting.

DATED this 19th day of February, 2020

A handwritten signature in cursive script that reads "Cedric Cromwell".

Cedric Cromwell, Chairman
Mashpee Wampanoag Tribal Council

ATTEST:

A handwritten signature in cursive script that reads "Ann Marie Askew".

Ann Marie Askew, Secretary
Mashpee Wampanoag Tribal Council



EXHIBIT A
Mashpee Wampanoag Tribe

AGREEMENT WITH

LAW OFFICES OF MICHAELA D. MCCUISH

Law Offices of Michaela D. McCuish, P.C.

4650 Route 28, Unit 6
Cotuit, MA 02635
T: (508) 744-3178 F: (774) 228-2913
michaelamccuish@capeattorneys.com

Michaela D. McCuish, Esq.
Ashley D. Melville, Esq.
Edward F. O'Brien, Jr., Esq., (Of Counsel)

February 5, 2020

Mashpee Wampanoag Tribe
483 Great Neck Road South
Mashpee, MA 02649

Re: Aboriginal Fishing Rights (Citation of Nebasett Brown)

Dear Chairman Cedric Cromwell:

Thank you for selecting the Law Offices of Michaela D. McCuish as legal counsel for Nebasett Brown. Our objective is to provide you with prompt, effective legal representation in a relationship of mutual trust and confidence. It has been our experience that this is most likely to occur if the terms of our engagement are clearly communicated to you and if we are open and responsive to each other in discussing problems and concerns if any when they arise. This letter of agreement will confirm the terms and conditions of our engagement as your counsel.

1. SCOPE OF SERVICES:

You are hiring this office as your legal counsel to represent Nebasett Brown relation to the above-referenced matter.

2. CLIENT DUTIES:

You as the client agree to be truthful with us, cooperate with us, keep us informed of developments and to abide by our agreement. In return, we will evaluate the facts and law to represent your interests.

3. CONDITIONS:

This letter of engagement will take effect and our obligations will arise upon signing a copy of this letter. Please return a copy to this office after signing below.

4. COMPENSATION AND BILLING PRACTICES:

Billing for preparation for and attendance at the hearing at Falmouth District Court regarding the citation of Neb Brown will be a flat fee of \$1,200.00, due upon signing of this agreement and prior to filing a notice of appearance.

You agree that upon receipt of an invoice you will promptly (**no later than thirty (30) days from the date of the invoice**) forward a check to Law Offices of Michaela D. McCuish for the amount of the invoice. If you have any billing questions, you will promptly contact the office to discuss and resolve. Any balance that is unpaid after 30 days from the day of the invoice will accrue interest at an annual rate of 10%.

5. COSTS AND OTHER CHARGES:

Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. Except for the items listed below, all costs and expenses will be charged at Attorney's cost:

Photocopying: .10 / page

Client shall bear the burden of all other charges other than those costs listed above. Such charges include, but are not limited to, filing fees, service of papers, deposition and transcript costs, transportation costs. Should Attorney pay for any of these charges on behalf of Client, Client authorizes Attorney to withdraw such amount from Client's deposit. Attorney may deem an expert, consultant or investigator essential to the preparation or presentation of Client's case. Attorney reserves the right to hire such individuals. Client will bear the sole responsibility of ensuring that the costs for these services are promptly paid.

6. DISCHARGE:

You may discharge us at any time. If this occurs, however, we expect to be compensated at a reasonable hourly rate for the time expended on your case and for any costs, which we have incurred.

7. BAD CHECKS:

Client agrees to pay a \$100.00 service charge if he/she writes a check that is returned for insufficient funds or for a stop payment order.

8. RIGHT TO WITHDRAW:

Attorney shall have the right to withdraw from the case. Upon Attorney's request, Client shall then sign a substitution of attorney form for filing with the court. Consistent with

the Rules of Professional Conduct, attorney may elect to withdraw for any good cause, including but not limited to the following:

- a. Client does not make the payments required by this Agreement;
- b. Client has misrepresented material facts to Attorney;
- c. Client wants to do or suggests a criminal or illegal act;
- d. Attorney discovers Client has used his services to do an illegal act;
- e. Client insists that Attorney do something that is unethical or unwise;
- f. Client and Attorney do not get along to the point that they mistrust each other;
- g. Client does not talk, write or respond to Attorney's communications;
- h. Client intentionally refuses to pay for Attorney's fees or expenses; and
- i. Client does not follow Attorney's advice or direction concerning the direction of the case.

Should Attorney withdraw as Client's Attorney or file a motion to be relieved, Client agrees that such withdrawal has NO EFFECT ON THE FEES AND COSTS SET FORTH IN THIS AGREEMENT AND NO EFFECT ON ANY OUTSTANDING BALANCES MAINTAINED BY CLIENT AT TIME OF WITHDRAWAL.

9. DISCLAIMER OF GUARANTEE:

Nothing in this agreement and nothing in our statements to you can be construed as a promise or guarantee about the outcome of your case. We will represent you to the best of our ability within the facts and law of your case. However, we make no promises or guarantees about the outcome of this matter. Any comments about the outcome of this matter are expressions of opinion only.

10. EFFECTIVE DATE:

This agreement is in effect upon your signing below. When you have executed a copy of this letter, you acknowledge your understanding of the terms of our representation. We will be as responsive as possible to your interests and look forward to maintaining a relationship of mutual trust and confidence. If at any time you have any questions or difficulties, please feel free to contact the office directly.

If the foregoing correctly reflects our agreement, would you please so indicate by signing below. Please return a signed copy to our office immediately.

Sincerely,

Michaela D. McCuish, Esq.

I, Mashpee Wampanoag Tribe, have read and understood the foregoing terms and agree to them this 14th day of February, 2020.



Cedric Cromwell, Chairman
Mashpee Wampanoag Tribe