



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

TRIBAL COUNCIL RESOLUTION
2022-RES-026

APPROVAL OF ENGAGEMENT LETTER WITH
RICH MAY

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, 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 would like to secure legal services to support the Tribal government; and

WHEREAS, the law firm of Rich May has submitted an Engagement Letter to the Tribe for consideration to provide the legal services as requested (the “Engagement Letter”); and

WHEREAS, the Tribal Council desires to approve the Engagement Letter with Rich May for the aforementioned legal services.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council approves the Engagement Letter with Rich May to provide the aforementioned services to the Tribe.

BE IT FINALLY RESOLVED, that the Tribal Council hereby grants to the Tribal Chairman, or in his absence, other Officer of the Tribal Council, the requisite authority and power for an on

behalf of the Tribe to execute the Engagement Letter with Rich May and take such further action necessary to effect the purposes of this Resolution.

All resolutions or parts of resolutions inconsistent with this resolution are repealed.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

NOW, THEREFORE, BE IT RESOLVED, the Tribal Council hereby grants authorization for Chairman, or in his absence or unavailability, the Vice Chairperson and Tribal Secretary, to act as signatory when the Treasurer is absent or unavailable.

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 April 13, 2022, by the Mashpee Wampanoag Tribal Council which is composed of 13 members, of whom 10 constituting a quorum, were present at a regular meeting duly called, noticed, convened, and held on April 13, 2022 , and that the foregoing Resolution was duly adopted by the affirmative vote of 9 members, with 0 opposing, and with 0 not voting and that said Resolution has not been rescinded or amended in any way.

Dated this 13th day of April, 2022.



Brian Weeden, Chairman
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Secretary
Mashpee Wampanoag Tribal Council.

EXHIBIT A

ENGAGEMENT LETTER WITH RICH MAY

Attorneys at Law

RichMay

Rich May, P.C. 176 Federal Street, Boston, MA 02110

Jeffrey B Loeb, Esq.
Direct Dial: (617) 556-3871
Direct Fax: (617) 556-3890
Email: jloeb@richmaylaw.com

April 13, 2022

The Mashpee Wampanoag Tribal Council
483 Great Neck Road - South
Mashpee, MA 02649

Re: Governance/Operations

Dear Tribal Council,

We are pleased to continue working with the Mashpee Wampanoag Tribe (“Tribe”) as a client of Rich May, P.C. This letter and the attached Standard Terms of Engagement set forth the terms of our engagement.

The Tribe is retaining us to provide legal services for the Tribe and specifically to assist with governance and operations matters as they arise. Unless otherwise agreed in writing, the terms of this letter and the attached Standard Terms of Engagement will also apply to any additional matters as to which we provide services to you.

Unless otherwise agreed in writing in advance, our professional fees are computed on an hourly basis. My current rate for this matter is \$475 per hour. Rates for attorneys currently range from \$210 to \$500 per hour and rates for paralegals and other timekeepers currently range from \$65 to \$110 per hour. You will generally be invoiced monthly.

Our rates are reviewed and adjusted periodically, and thus may change during the pendency of the matters we are handling for you. Services rendered after the effective date of any new rates will be charged at the new rates. Upon request, if applicable, we will advise you immediately of the hourly rate of any attorney, paralegal or other timekeeper working on your matters.

Please review the attached Standard Terms of Engagement, which are a part of this engagement agreement. If this letter and our Standard Terms of Engagement accurately reflect your understanding of our agreement, please acknowledge your approval and acceptance of these terms by signing below and returning an executed copy of this letter to us. We suggest that you retain a copy of this fully executed letter for your files.

We would like to thank you for your decision to expand your relationship with us. We look forward to a long and mutually rewarding relationship. This letter may be signed in

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The Mashpee Wampanoag Tribal Council
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counterpart and delivered in .PDF format, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

Sincerely,

RICH MAY, P.C.

By: /s/ Jeffrey B. Loeb
Jeffrey B. Loeb

Acknowledged and agreed:


By:

EXHIBIT A

**Rich May, P.C.
Attorneys and Counselors at Law
Standard Terms of Engagement**

Our goal is to provide our clients with high quality legal services in an effective, timely and efficient manner. We believe that our clients should have a clear understanding of our fees, expenses, billing and payment policy and other standard terms of engagement and, accordingly, we invite our clients to ask questions. These Standard Terms of Engagement are attached to a letter of engagement addressing specific understandings and arrangements. In the event of any inconsistency between these Standard Terms of Engagement and such letter of engagement, the terms of the letter of engagement shall control. Please note: Where we are engaged by an entity other than an individual, references herein to “you” and “your” are deemed to be references to such entity and not to any individual.

Fees: Fees are usually based primarily on the amount of time spent by lawyers, paralegals and other timekeepers subject to certain adjustments. Attorneys’ and other timekeepers’ hours billed are necessarily estimates and not exact measures of time. Although we attempt to measure our time as accurately as possible, it is sometimes difficult to be exactly precise. However, we bill to fractions of an hour and strive to be as accurate as possible. Upon request, you, as our client, may obtain the hourly billing rates currently in effect for lawyers, paralegals and other timekeepers working on your matter. These rates are revised periodically to reflect experience, expertise, costs, and other factors. In our discretion, we may, however, adjust the fee downward or upward based on other factors such as the novelty, difficulty, size or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of the work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee in each case, based on the value of our services. In certain circumstances a billing arrangement may be determined without reference to time, such as fixed fee or contingency rates or a combination of such arrangements. Such arrangements are subject to the approval of our Business Practices Committee and must be confirmed in writing. From time to time, we may split fees with a referring attorney or law firm and/or engage and bill you for special counsel or other consultants and contractors whose hourly or other billing rates may be higher or lower than the hourly billing rates of our attorneys. The hourly rate charged by us for such services will be determined by us and will generally be consistent with the rates charged by us for attorneys and other service providers of similar experience and expertise. Our fees are for legal services. We do not provide investment advice, appraisals, or market evaluations and any comments we make

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on such matters are merely expressions of opinions. To the extent client seeks investment advice, appraisals, market valuations or other non-legal advice, it is the client's responsibility to engage other experts for advice and recommendations in such areas. Please note that in certain circumstances a client may have need for insurance coverage. We do work with a wholly-owned subsidiary, Rich May Advisors, LLC ("RMA"), a licensed insurance broker, that does provide insurance coverage and services through third parties. Whether or not we refer a client to RMA, or the client chooses RMA as one of several potential service providers, all insurance brokerage services are provided by RMA and not by Rich May, P.C..

Fee Estimates: When requested by a client, we will provide an estimate of fees and expenses for particular matters. However, an estimate is just that and the fees and expenses required are ultimately a function of many conditions over which we have little or no control. For example, in litigation the extent of necessary legal services may depend in large measure on the opposition's litigation strategy and in other business matters, the extent of legal services may vary with the negotiating positions of the other party, government regulation, decision making and preferences of the client or for other reasons. Accordingly, we will not be bound by any estimates unless we expressly commit to be so bound in writing.

Expenses: You shall pay us for all costs and expenses paid or incurred on your behalf. Expense charges include costs incurred on your behalf for such items as long distance telephone calls, photocopying, postage, overnight delivery services, telephone charges for outgoing fax transmissions (no charge for incoming faxes), delivery and messenger services, overtime expenses for secretarial services, travel, fee-based computerized research, government or similar filing, registration and search fees, third party corporate service provider fees, court reporters, process servers, witness fees, expert fees or other expenses if deemed appropriate. We normally request that significant expense items be billed to you for payment directly by you or we will forward invoices for such expenses directly to you with the expectation that such invoices will be paid promptly upon receipt.

Frequency of Billing: Bills for services and expenses are generally sent to clients monthly. However, other arrangements are occasionally made with the approval of our Business Practices Committee.

Payment Terms: Payment is due upon receipt of our invoice but not later than 30 days from receipt (if not completely paid by retainers or advances we have on hand). We are not a lender of funds or services. Therefore, we reserve the right to charge interest on overdue invoices at the highest rate that can be charged by law. We also reserve the right to require personal or other guaranty of payment for services and the grant of a security interest in personal or other property to secure payment. If it becomes necessary for us to sue for collection of the amounts due and we prevail, you shall pay our court costs and reasonable attorneys' fees.

The Mashpee Wampanoag Tribal Council

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Conclusion of Services: You have the right to terminate our services and representation at any time by notice to us. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably provided or incurred thereafter, including services related to transition and file transfer matters. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

Subject only to our obligations under applicable law and the Rules of Professional Conduct, we also have the right to terminate our services and representation at any time by notice to you. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

Identity of the Client: Our client for purposes of this engagement is only the person(s), entity or entities identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, partners or employees. By engaging us subject to the terms of these Standard Terms of Engagement and the attached letter of engagement, you are consenting to our reference to you in marketing materials, including our website and press releases, as one of our clients.

Conflicts of Interest: To allow us to conduct a check of potential conflicts of interest, you represent that you have identified for us all persons and entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in this matter.

No Guarantee of Outcome: We do not and cannot guarantee the outcome in any matter.

Document Retention and Destruction: In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or others (collectively, "**materials**"). Once the particular matter to which those materials relate has been concluded, we will make arrangements either to return the materials to you, retain them in storage facilities or to dispose of them. In the absence of any other arrangements made with you, our records retention policy provides that upon the expiration of three years after a matter file has been closed, all materials in the file may be destroyed or, where appropriate, returned to the client. Notwithstanding the foregoing, in all cases we will be entitled to make and to retain, in whatever media we choose, in perpetuity a copy of all materials.

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Application to Subsequent Matters: The agreement reflected in these Standard Terms of Engagement, and in the accompanying letter, applies to our present representation of you and to any subsequent matters which we agree to undertake on your behalf, unless we agree in writing to some different arrangement.

Disputes: Although it is unlikely that we will be unable to resolve any disagreements concerning our fees through amicable discussion, in the event we are unable to do so, Massachusetts law will apply to resolution of such disputes, and jurisdiction and venue will be in the appropriate forum in Suffolk County, Massachusetts. The successful or prevailing party or parties in any litigation or arbitration concerning our fees will be entitled to recover, in addition to any other relief awarded, reasonable attorneys' fees (including the reasonable value of the time our lawyers may spend in representing us), as well as costs and expenses actually incurred in connection with such proceeding. We urge you to discuss with us, with independent counsel, or with any of your other advisors any questions you might have concerning the advisability of this or any other provision of this agreement.

Questions: Please do not hesitate to call and ask questions regarding our services or regarding our invoice. It is very important that our professional relationship be based on a clear and satisfactory understanding. We encourage our clients to be frank about any questions or concerns they may have. We look forward to providing you with professional services and developing a mutually beneficial relationship.