



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

## **2022-RES-048**

### **APPROVAL OF AMENDMENT TO LEGAL SERVICES AGREEMENT WITH CALLAHAN, BARRACO, INMAN & BONZAGI P.C.**

- WHEREAS,** the Mashpee Wampanoag Tribe (“Tribe”) is a federally-recognized Indian tribe with a duly-enacted Constitution; and
- WHEREAS,** the Mashpee Wampanoag Tribal Council (“Tribal Council”), the governing body of the Tribe, deems it essential under Article VI, § 2.A. of the Mashpee Wampanoag Tribal Constitution (“Constitution”) to promote and protect the political integrity, economic security and general welfare of the Tribe and members of the Tribe; and
- 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; and
- WHEREAS,** the Tribal Council finds that it is of the utmost importance to ensure that Indian Child Welfare cases and other related matters receive adequate legal representation (“ICWA Matters”); and
- WHEREAS,** the Tribal Council also desires to secure general legal services when needed to support Tribal governance and operations; and
- WHEREAS,** the firm of Callahan, Barrasco, Inman & Bonzagi (the “Callahan Firm”) handles an array of legal matters, including family and criminal law cases, and has been providing the Tribe legal representation in ICWA related matters; and
- WHEREAS,** the Callahan Firm has submitted an amended Legal Services Agreement to provide the Tribe additional legal services, as necessary, for the Tribal Council’s consideration (the “Agreement”); and
- WHEREAS,** the Tribal Council desires to approve the Agreement with the Callahan Firm to provide the aforementioned legal services to the Tribe.

**NOW, THEREFORE, BE IT RESOLVED**, that the Tribal Council approves the Agreement with the Callahan Firm to provide the aforementioned legal 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 Agreement with the Callahan Firm and take such further action necessary to effect the purposes of this Resolution.

Effective immediately and until revoked or modified by the Tribal Council, pursuant to the authority vested in the Tribal Council pursuant to Article VI, Sections 2.A. and D. of the Constitution of the Mashpee Wampanoag Tribe.

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 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 regular Meeting thereof, duly called, noticed, convened, and held on the 17<sup>th</sup> day of August, 2022 and that the foregoing resolution was duly adopted by the affirmative vote of **8** members, with **0** opposing, and with **0** not voting.

DATED this 17<sup>th</sup> day of August, 2022.



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Brian Weeden, Chairman  
Mashpee Wampanoag Tribal Council

ATTEST:



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Cassie Jackson, Secretary  
Mashpee Wampanoag Tribal Council

**EXHIBIT A**

**Legal Services Agreement – Callahan, Barraco, Inman & Bonzagi**

**CALLAHAN, BARRACO, INMAN & BONZAGNI P.C.**  
**LEGAL SERVICES AGREEMENT FOR HOURLY FEES**

Attorney: Victoria Miranda, Esq.

Hourly Rate: \$300.00 per hour

This Agreement, dated 8/17/2022, is made between:

**The Mashpee Wampanoag Tribe, a federally recognized Indian Tribe**  
**c/o Brian Weeden, Chairman**  
**483 Great Neck Road South**  
**Mashpee, MA 02649**

And the lawyers from **CALLAHAN, BARRACO, INMAN & BONZAGNI, P.C.**, located at 1700 West Park Drive, Suite 160, Westborough, MA 01581 (Referred to as "LAWYER").

**Legal Representation:** You agree that the Lawyer will provide legal representation to the Tribe: (1) In connection with Indian Child Welfare Act (ICWA) cases and related matters; and/or (2) Issues relating to tribal governance and operations. Legal services include any time the Lawyer spends on your case. This includes, but is not limited to, court appearances (including wait time), telephone conferences, telephone calls to and from you, office conferences, e-mails/text messages, legal research, depositions, review of file materials and documents sent or received, draft and reviewing of pleadings, correspondence and memoranda, and preparation for trial, hearings and out-of-office conferences. Travel time more than thirty (30) minutes will be billed at one-half the hourly rate.

**Other Legal Services.** You and the Lawyer make additional agreements to provide legal services not covered by this agreement. With such agreements, Lawyer is not required to do any of the following: 1). PROVIDE ANY LEGAL SERVICE AFTER THE JUDGMENT OF THE TRIAL COURT; 2). APPEAL ANY DECISION OF THE TRIAL COURT; 3). ENFORCE ANY JUDGMENT OR ORDER OF THE TRIAL COURT; 4.) REPRESENT YOU IN ANY OTHER COURT.

**Retainer Fee.** As there is no current active litigation, you have agreed be invoiced monthly in lieu of a retainer. If an active litigation should begin, the following policy regarding a retainer will apply: A retainer must be paid to begin representation and that no preparation, appearance or representation will begin on your case until the retainer fee is paid in full. You acknowledge said retainer is neither a representation nor an estimate of what your legal fees may be, but merely an advancement of fees required to begin working on your case. At all times during representation, the terms of this Agreement will govern the fee structure and amount of fees incurred in your matter. Funds held in your retainer account will be applied against legal services performed and costs actually expended by the Lawyer on your behalf. You will be billed accordingly as discussed in Sections 5, 6, and 8 below.

When and if your retainer has a balance of one thousand dollars (\$1,000), you will be notified, and a second retainer shall be due within seven days of receiving said notification. The second retainer shall be in the amount of the initial retainer unless you and the Lawyer have agreed to a different amount. You further acknowledge that ten (10) business days prior to any Pretrial Conference or subsequent Hearing before the Court, a balance of \$2,500 must exist in your retainer account and all outstanding or unbilled charges must be paid in full. Should your matter require a Trial, an additional retainer will be required prior the beginning of the Pretrial Conference.

**Hourly Rate.** The hourly rate for legal representation is \$300.00 per hour for Attorney Miranda's service and \$150.00 per hour for the paralegal team. The hourly rates will be applied to all services rendered to or on your behalf. The Firm's staff will exercise its best judgment regarding the amount of time and effort to be reasonably expended with respect to any service. The hourly rates include, but are not limited to, telephone conferences with involved parties, telephone calls to and from you, office conferences; legal research; documents sent or received; drafting of documents; contracts; correspondence; memoranda; emails and telephone calls. The minimum billing unit for any work performed is .2, or twelve minutes.

**Other Costs and Expenses.** In addition to legal fees, if applicable, you must pay other costs and expenses including, but not limited to, accountant's fees, appraiser's fees, computer research fees, court costs, deposition charges, filing fees, investigative expenses, messenger services, postage, process server fees, travel costs, or any other necessary expense related to this matter. Furthermore, you acknowledge that all disbursements, costs, costs and other expenses are due immediately upon billing and may be deducted from the retained fee.

**Experts.** You understand that expert witnesses are frequently required to properly prepare civil matters for settlement. It may therefore be necessary to engage the services of experts to provide testimony or reports. The cost of such services is substantial. You understand that while no such expert will be retained without your prior approval, a failure to engage necessary experts could seriously jeopardize your case.

**Bills and Payment of Fees.** Itemized billing for legal services will normally be sent to you on a biweekly basis, with payment due and payable immediately upon receipt by you. Any sum remaining unpaid after 30 days will be charged interest at the prevailing rate unless specific arrangements are made to the contrary in writing. The Lawyer may also require that fees and costs be paid in advance. Discussions that pertain to the billing are not billable. Recurring credit card charges may be authorized as indicated in the "Payment by Credit Card" portion below.

**Your Rights and Responsibilities.** You must fully cooperate with the Lawyer, including but not limited to, keeping the Lawyer informed of any and all developments related to the matter, complying with discovery requests, answers to interrogatories, request for production of documents, making yourself available for Lawyer/Client meetings, making yourself available for depositions and court appearances. Failure to comply with this, or any other responsibility, may result in the Lawyer asking the Court for permission to withdraw from representing you. The Lawyer may also withdraw at your request.

You also understand that, as the client, you control any ultimate decision with respect to whether or not to accept or reject any particular settlement proposal. Conversely, you also understand that the Lawyer controls any decision which relates to ethical, strategic, or tactical consideration, and you agree to abide by the advice and decisions of the Lawyer with respect to such issues. Accordingly, you authorize the Lawyer to take any steps which, in the sole discretion of the Lawyer, are deemed necessary or appropriate to protect your interests.

**Lawyer's Responsibilities.** At all times, the Lawyer will keep you informed of the status of your case, including applicable law, potential risks and possible courses of action. You will also receive copies of all correspondence and documents relevant to the case and every attempt will be made to return your phone calls within the day they were received.

Notwithstanding the above, please be aware that while the Lawyer considers it a duty to keep you fully informed of all events as they develop, there are often periods of time in which nothing is taking place or we are awaiting responses from opposing parties, experts, or the Court.

Furthermore, as client, you are entitled to the Lawyer's undivided loyalty. In general, that means that the Lawyer will work only for your best interests and will keep information you provide confidential within the Lawyer's office. However, it is usually beneficial to be able to discuss and share information with other advisors you may have (including, for example, your financial advisors, doctors, or other witnesses). Accordingly, you authorize the Lawyer to share information with others when such information is reasonably calculated to work toward resolution of your legal matter.

**Withdrawal of Representation or Discharge.** You are advised that if the Lawyer, in his or her sole discretion, decides that there has been an irretrievable breakdown in the attorney-client relationship or that a material breach of the terms of this retainer agreement has occurred, the Lawyer may decide to make application to the Court to be relieved as your attorney. In such an event, you will be provided with notice of the application and an opportunity to be heard. Conversely, you also understand you have the absolute right to discharge the Lawyer at any time and, in such event, you will only be charged for the time and disbursements actually incurred by the Lawyer up to the point of discharge from the Judge as set forth above.

**Court Awarded Legal Fees.** Under prevailing Massachusetts law, an application may be made to the Court for the opposing party to pay a portion of your legal expenses. As there is no certainty that such recovery will ultimately occur, you personally remain liable, at all times, for any balance due to the Lawyer. The Lawyer is not required to sue the opposing party to collect any monies due, however, in the event such an award of fees is collected, said amount will be credited to your bill. Similarly, if a settlement is agreed to, and such an agreement provide that one of parties will contribute to the payment of legal fees incurred by the other, only actual payments made will be credited to your bill. In addition, upon any temporary order, settlement or court order relating to the judgment of your divorce, you agree that any and all proceeds awarded to you are to be paid directly to Callahan, Barraco, Inman & Bonzagni, P.C. to satisfy your financial obligation to the firm. Said proceeds shall be deposited into your trust account and, once your obligation to the firm is fulfilled, any remaining funds will be immediately forwarded to you.

**No Guaranteed Results.** The Lawyer agrees to provide conscientious, competent, and diligent services and will at all times seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and several unknown factors, you understand that attorneys, by law, cannot warrant, predict or guarantee results or outcomes of any case. Any advice given at this time is based on the information received to date. Such advice may change if contrary or conflicting evidence should arise.

**Lawyer's Organization.** Client understands that he or she is hiring a Lawyer which will include work from legal assistants, paralegals, law clerks, Associate Attorneys, and Senior Attorneys as deemed necessary by Law Firm.

**Termination of Representation.** Representation shall terminate with the entry of a new order unless specifically extended by mutual agreement, by both parties, in writing.

I HAVE READ THE LEGAL SERVICES AGREEMENT, UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY.

PRINT CLIENT NAME:

BRIAN M. WEEDEN

CLIENT'S SIGNATURE:



ACCEPTED BY FIRM: