



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

## **2022-RES-072**

### **EMERGENCY APPROVAL OF THE SEVENTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH TOWN OF MASHPEE**

**WHEREAS,** the Mashpee Wampanoag Tribe (“Tribe”) is a federally-recognized Indian tribe with a duly-enacted Constitution;

**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;

**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,** this Meeting is an emergency meeting of the Tribal Council within the meaning of the Constitution that has been duly convened by the Chairperson of the Tribe; and

**WHEREAS,** pursuant to Article IX, Section 1(e)(1) of the Constitution a quorum for this Meeting is seven (7) members of the Tribal Council; and,

**WHEREAS,** the Tribal Council finds that it is urgent and time sensitive to ensure there exists continuous availability of law enforcement, fire and emergency medical services to all citizens, Indian and non-Indian, on the Trust lands near the Town of Mashpee and a smooth transition from state and local criminal jurisdiction over Tribal citizens; and

**WHEREAS,** the Tribal Council entered into a Memorandum of Understanding with the Town of Mashpee (“MOU”) on January 11, 2016 as attached that cover the delivery of

fire, medical and law enforcement mutual aid to the Tribal Trust lands near the Town of Mashpee; and

**WHEREAS,** the Tribal Council has received notice that the MOU has expired and desires to extend the MOU, under the same terms and conditions with an amendment to Section 5 and Section 7.B as provided in the Seventh Amendment to the MOU, attached hereto as Exhibit A; and

**WHEREAS,** the Tribal Council desires to clearly express its authorization for the Tribal Council Chairman, or other Tribal Council Officer, to execute such amendment to the MOU, and to take such other actions as are reasonable or necessary in furtherance of the execution of performance of such MOU.

**NOW, THEREFORE, BE IT RESOLVED,** that the Tribal Council hereby approve the Seventh Amendment to the MOU as attached hereto with the Town of Mashpee to assist the Tribe with law enforcement mutual aid, and fire and emergency medical services on Tribal Trust Lands near the Town of Mashpee; and

**BE IT FINALLY RESOLVED,** that the Tribal Council authorizes the Tribal Council Chairman, or other Tribal Council Officer, to execute the Seventh Amendment to the MOU and to take such other actions as are reasonable and necessary in furtherance of the execution or performance of the MOU.

If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of this Resolution shall not be affected with the respect to the same. This Resolution shall become effective immediately and shall continue pursuant to the authority vested in the Tribal Council pursuant to Article VI, Sections 2.A. and D. of the Constitution; provided that in accordance with 2009-ORD-2007, this resolution will be valid for no longer than thirty (30) days from the date hereof (unless exigent circumstances require a longer limited period of validity), and accordingly, this Resolution shall no longer be effective upon expiration of such period, unless upon the expiration of the thirty (30) day period, the Tribal Council expressly finds that the emergency situation necessitates extension of this resolution for another period not to exceed thirty (30) days.

**CERTIFICATION**

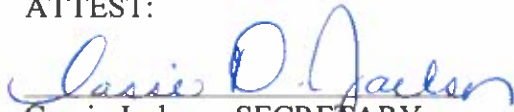
We, the undersigned Chairperson and Secretary of the Mashpee Wampanoag Tribal Council, do hereby certify that the Tribal Council is composed of 13 members of whom 8, constituting a quorum, were present at a Emergency Meeting thereof, duly called, noticed, convened, and held on the 9<sup>th</sup> day of December, 2022 and that the foregoing resolution was duly adopted by the affirmative vote of 6 members, with 0 opposing, and with 1 not voting.

DATED this 9<sup>th</sup> day of December, 2022



CARLTON HENDRICKS  
Vice Chairman and Presiding Officer  
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, SECRETARY  
Mashpee Wampanoag Tribal Council

**EXHIBIT A**

**SEVENTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MASHPEE WAMPANOAG TRIBE AND THE TOWN OF MASHPEE,  
MASSACHUSETTS FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY  
MEDICAL SERVICES AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE MASHPEE WAMPANOAG TRIBE AND  
THE TOWN OF MASHPEE, MASSACHUSETTS  
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE**

### **SEVENTH AMENDMENT**

This Seventh Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe (the "Tribe") and the Town of Mashpee, Massachusetts (the "Town"), hereinafter collectively referred to as the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance, entered into by and between the Tribe and the Town on January 11, 2016 (the "MOU").

### **RECITALS**

This Seventh Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU and to otherwise revise the language of the MOU as more specifically provided herein.

1. Section 5 (DURATION) of the MOU is hereby deleted and replaced with the following:

DURATION: This MOU, as amended from time to time, shall remain in full force and effect until such time as one or both of the Parties hereto terminates the MOU pursuant to Section 8 herein.

2. The Parties hereby agree to amend Section 7.b to the MOU (LAW ENFORCEMENT MUTUAL AID ASSISTANCE) as follows:

7 b. The Town agrees to cooperate and provide law enforcement assistance to the Tribe when the Tribe requests assistance, subject to the availability of Town staff and resources as determined by the Mashpee Chief of Police or his designee. Tribal law enforcement officers are the only persons authorized to request such assistance under this subsection. Upon request for assistance by a duly authorized Tribal law enforcement officer, the Town officer or officers will provide law enforcement assistance to the Tribe in the same manner and in accordance with the same professional standards to which said such officer/officers would be held if they were engaged in similar law enforcement activity on land within the jurisdiction of the Town of Mashpee and in accordance with the standards under which Mashpee police officers conduct themselves while acting pursuant to Interagency Mutual Aid agreements authorized by M.G.L 40 sec 8G, as specifically set forth in Attachment A hereto. In such assistance scenarios, Town of Mashpee officers shall have full authority afforded to police officers by Massachusetts General Law when acting within the territorial jurisdiction of the Town of Mashpee. While in transit to, returning from, and during a mutual aid response for the Tribe, Mashpee police officers shall maintain the right of indemnification granted by Massachusetts law, or by the Town, or both, for all claims arising out of any action within the scope of their employment in accordance with this MOU. Any criminal prosecution or other court proceeding relating to or resulting from any such

Town law enforcement assistance provided on Tribal lands may be pursued in any court of competent jurisdiction based on the nature of the offense committed.

3. Except as set forth in this Seventh Amendment, all other provisions of the MOU remain in full force and effect in accordance with its original terms.

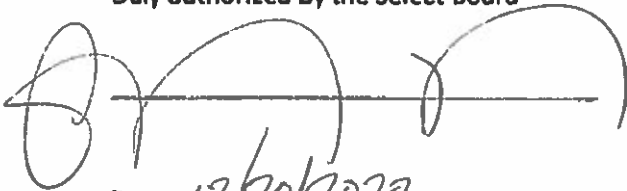
4. This Seventh Amendment shall be retroactive to, and effective as of, August 1, 2022.

Town of Mashpee

Mashpee Wampanoag Tribe

By its Town Manager,  
Duly authorized by the Select Board

By Vice Chairman Carlton Hendricks, Jr.



Date: 12/20/2022

Date 12/9/2022

AUTHORIZED TO EXECUTE  
By Select Board VOTE  
OF COUNCIL 19, 2022

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE MASHPEE WAMPANOAG TRIBE AND  
THE TOWN OF MASHPEE, MASSACHUSETTS  
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE**

**SIXTH AMENDMENT**

This Sixth Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe (the "Tribe") and the Town of Mashpee, Massachusetts (the "Town"), hereinafter collectively referred to as the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance, entered into by and between the Tribe and the Town on January 11, 2016 (the "MOU").

**RECITALS**

This Sixth Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU until August 1, 2022.

Prior to the expiration of said one-year extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.

**AGREEMENT**

1. The Parties hereby agree to extend the duration of the MOU until August 1, 2022.
2. Except as set forth in this Sixth Amendment, all other provisions of the MOU remain in full force and effect in accordance with its original terms.
3. This Sixth Amendment shall be retroactive to, and effective as of, August 1, 2020.
4. This Sixth Amendment shall be effective immediately.

Town of Mashpee

By Its Board of Selectmen


  
RODNEY C. COLLINS  
Town Manager

APPROVED BY  
BOARD OF SELECTMEN  
ON 6/7/2021

Date: 6/8/2021

Mashpee Wampanoag Tribe

By Brian Weeden

  
Date: 5.27.21

## MEMORANDUM OF UNDERSTANDING

BETWEEN THE MASHPEE WAMPANOAG TRIBE AND  
THE TOWN OF MASHPEE, MASSACHUSETTS  
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE

### FIFTH AMENDMENT


This Fifth Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe (the "Tribe") and the Town of Mashpee, Massachusetts (the "Town"), hereinafter collectively referred to as the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance, entered into by and between the Tribe and the Town on January 11, 2016 (the "MOU").

### RECITALS

This Fifth Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU until August 1, 2020.

Prior to the expiration of said six (6) month extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.

### AGREEMENT

1. The Parties hereby agree to extend the duration of the MOU until <sup>September</sup> ~~August~~ 1, 2020. 
2. Except as set forth in this Fifth Amendment, all other provisions of the MOU remain in full force and effect in accordance with its original terms.
3. This Fifth Amendment shall be retroactive to, and effective as of, March 1, 2020.
4. This Fifth Amendment shall be effective immediately.

Town of Mashpee

By its Board of Selectmen

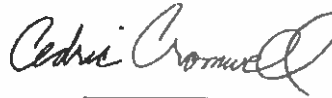
  
\_\_\_\_\_  
RODNEY C. COLLINS  
Town Manager

*APPROVED BY BOS*  
*3/23/2020*

Date: *3/26/2020*

Mashpee Wampanoag Tribe

By Chairman Cedric Cromwell

  
\_\_\_\_\_

Date: March 25, 2020



# MEMORANDUM OF UNDERSTANDING

BETWEEN THE MASHPEE WAMPANOAG TRIBE AND  
THE TOWN OF MASHPEE, MASSACHUSETTS  
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE

## FOURTH AMENDMENT

This Fourth Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe (the "Tribe") and the Town of Mashpee, Massachusetts (the "Town"), hereinafter collectively referred to as the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance, entered into by and between the Tribe and the Town on January 11, 2016 (the "MOU").

## RECITALS

This Fourth Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU until March 1, 2020.

Prior to the expiration of said twelve (12) month extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.

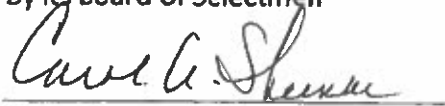
## AGREEMENT

The Parties hereby agree to extend the duration of the MOU until March 1, 2020.

Except as set forth in this Fourth Amendment, all provisions of the MOU shall remain in full force and effect in accordance with its original terms.

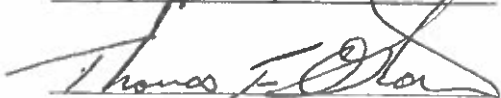
This Fourth Amendment shall be effective immediately.

Town of Mashpee  
By its Board of Selectmen

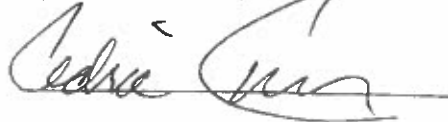








Mashpee Wampanoag Tribe  
By Chairman Cedric Cromwell



Date: 2-13-2019

Date: February 11, 2019

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE MASHPEE WAMPANOAG TRIBE AND  
THE TOWN OF MASHPEE, MASSACHUSETTS  
FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES  
AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE

## THIRD AMENDMENT

This Third Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe (the "Tribe") and the Town of Mashpee, Massachusetts (the "Town"), hereinafter collectively referred to as the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance, entered into by and between the Tribe and the Town on January 11, 2016 (the "MOU").

## RECITALS

This Third Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU for an additional ten (10) month period until December 31, 2018.

Prior to the expiration of said ten (10) month extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.

## AGREEMENT

The Parties hereby agree to extend the duration of the MOU for a ten (10) month period, terminating on December 31, 2018.

Except as set forth in this Third Amendment, all provisions of the MOU shall remain in full force and effect in accordance with its original terms.

This Third Amendment shall be effective as of March 1, 2018.

Town of Mashpee  
By its Board of Selectmen

  
Chairman

  
Carol A. Sheehan

  
John J. Cahalane

Date: February 23, 2018

Mashpee Wampanoag Tribe  
By Chairman Cedric Cromwell

  
Date: 2/15/18

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MASHPEE WAMPANOAG TRIBE (THE "TRIBE") AND THE TOWN OF  
MASHPEE, MASSACHUSETTS (THE "TOWN") FOR THE PROVISION OF FIRE  
PROTECTION AND EMERGENCY MEDICAL SERVICES AND LAW ENFORCEMENT  
MUTUAL AID ASSISTANCE.**

**SECOND AMENDMENT**

This Second Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe ("Tribe") and the Town of Mashpee, Massachusetts ("Town"), hereinafter collectively the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance entered into by and between the Tribe and Town on January 11, 2016 (the "MOU").

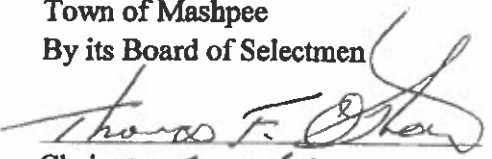
**RECITALS**


- A. This Second Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU for an additional one (1) year period until January 11, 2019.
- B. Prior to the expiration of said one (1) year extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.


**AGREEMENT**

- 1. The Parties hereby agree to extend the duration of the MOU ~~for a one-year period~~ terminating on February 28, 2018 (M)
- 2. Except as set forth in this Second Amendment, all other provisions of the MOU shall remain in full force and effect in accordance with its original terms.
- 3. This Second Amendment shall be effective as of January 11, 2018. (M)

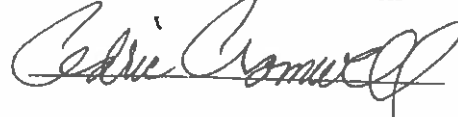
Town of Mashpee  
By its Board of Selectmen

  
Chairman

  
Carol A. Shum

  
John J. Cahalane

Mashpee Wampanoag Tribe  
By Chairman Cedric Cromwell



Dated: December 20, 2018

Dated: January 8, 2018

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE MASHPEE WAMPANOAG TRIBE (THE "TRIBE") AND THE TOWN OF**  
**MASHPEE, MASSACHUSETTS (THE "TOWN") FOR THE PROVISION OF FIRE**  
**PROTECTION AND EMERGENCY MEDICAL SERVICES AND LAW ENFORCEMENT**  
**MUTUAL AID ASSISTANCE.**

**FIRST AMENDMENT**

This First Amendment is to the Memorandum of Understanding between the Mashpee Wampanoag Tribe ("Tribe") and the Town of Mashpee, Massachusetts ("Town"), hereinafter collectively the "Parties", for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance entered into by and between the Tribe and Town on January 11, 2016 (the "MOU").

**RECITALS**



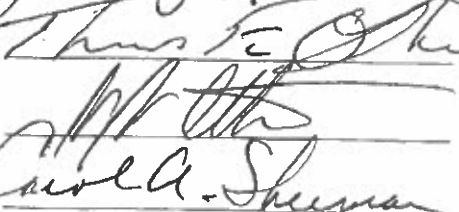
- A. This First Amendment is for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU for an additional one (1) year period until January 11, 2018.
- B. Prior to the expiration of said one (1) year extension, the Parties shall confer to determine whether to extend and/or amend the MOU further.

**AGREEMENT**

- 1. The Parties hereby agree to extend the duration of the MOU for a one year period terminating on January 11, 2018.
- 2. Except as set forth in this First Amendment, all other provisions of the MOU shall remain in full force and effect in accordance with its original terms.
- 3. This First Amendment shall be effective as of January 11, 2017.

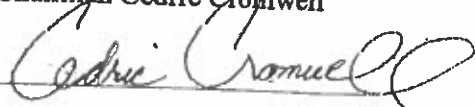
Town of Mashpee  
By its Board of Selectmen

Chairman

Dated: January 9, 2017

Mashpee Wampanoag Tribe  
By Chairman Cedric Cromwell



Dated: January 10, 2017



# TOWN OF MASHPEE

# OFFICE OF SELECTMEN

16 Great Neck Road North  
Mashpee, Massachusetts 02649  
Telephone - (508) 539-1401  
bos@mashpeema.gov

## MEMORANDUM OF UNDERSTANDING

THIS IS A MEMORANDUM OF UNDERSTANDING (THE "MOU") BETWEEN THE MASHPEE WAMPANOAG TRIBE (THE "TRIBE") AND THE TOWN OF MASHPEE, MASSACHUSETTS (THE "TOWN") FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AND LAW ENFORCEMENT MUTUAL AID ASSISTANCE.

The date this agreement is entered into is the 11<sup>th</sup> day of ~~December, 2015~~ January 2016. This MOU shall go into effect immediately. The Parties agree as follows:

### 1. FINDINGS:

- a. The Tribe intends to exercise the full extent of its civil and criminal jurisdiction over its Tribal Lands and its Tribal citizens and other members of federally-recognized Indian tribes in accordance with federal law.
- b. The Parties desire a smooth transition from state and local to tribal and federal jurisdiction over the Tribal Lands and the continuous availability of fire protection, emergency medical, and law enforcement services to all citizens, Indian and non-Indian, on the Tribal Lands.

### 2. AUTHORITY:

- a. The Tribe is a federally recognized Indian tribe. The Tribe is acting through its Tribal Council as authorized by the Constitution of the Mashpee Wampanoag Tribe, article VI, sections 2A and 2D.
- b. The Town is a municipal corporation in Barnstable County, Massachusetts. The Town is acting by its Board of Selectman as authorized by Massachusetts General Laws chapter 40, sections 4A and 8G.

3. PURPOSE: The purpose of this MOU is to memorialize the Town's and Tribe's agreement for the provision of fire protection and emergency medical services and law enforcement mutual aid assistance in the exercise of each party's criminal jurisdiction on Tribal lands for the purpose of protecting the health, safety and welfare of all individuals located thereon.

4. DEFINITIONS:

- a. "Native American" means a duly enrolled member of a federally-recognized Indian Tribe.
- b. "Party" means a governmental unit that has joined the agreement.
- c. "Tribal law enforcement" means an individual listed as attached in Exhibit B.
- d. "Tribal Lands" means lands of the Mashpee Wampanoag Tribe taken into trust by the federal government as shown in the map attached hereto as Exhibit A.

5. DURATION: This MOU shall be in effect for a period of one (1) year, commencing on the day the Parties jointly execute this MOU. This MOU is subject to extension by written agreement between the Parties. Absent such written agreement between the Parties, the Town's obligation to provide the services described herein will terminate at the end of the 1-year period.

6. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES: The Town shall furnish fire protection and emergency medical services, including dispatch services for both, to Tribal Lands upon the same terms, at the same level of service, and with the applicable legal standard of care, which it provides to other persons and properties within the Town. The Tribe grants permission to the Town's duly authorized Fire and EMS personnel in accordance with applicable Town of Mashpee response standards, to enter its Tribal Lands for the purposes of delivering fire protection and emergency medical services, and for those purposes only, provided that the Town shall inform Tribal law enforcement of every entry onto the Tribal Lands by its personnel for that purpose as soon as practicable, but in no event later than three (3) hours after each such entry. This Section 6 may be canceled or terminated by either Party at any time upon fifteen (15) days written notice by registered or certified mail. In the event the Fire Chief deems it necessary to have police personnel for security on the scene during the delivery of fire and emergency medical services, the Fire Chief shall request, by telephone and/or radio, and will receive such assistance from a Tribal law enforcement officer. In the event Tribal Police do not respond to said telephone and/or radio call, permission is implied for Town of Mashpee Police to respond for purposes of protection of Fire personnel.

7. LAW ENFORCEMENT MUTUAL AID ASSISTANCE:

- a. The Parties acknowledge that the applicability of federal and tribal criminal laws on Tribal Lands may depend on whether the subject or the victim is Native American, and that state criminal law has been held inapplicable to Native Americans in Indian Country. The Parties acknowledge that the Commonwealth of Massachusetts (the "State") continues to hold criminal jurisdiction over non-Native Americans for crimes committed against non-Native Americans and victimless crimes on Tribal Lands. The Parties agree that nothing in this MOU shall make any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

- b. The Town agrees to cooperate and provide law enforcement assistance to the Tribe when the Tribe requests assistance, when resources permit. Tribal law enforcement officers are the only persons authorized to request assistance under this subsection. Upon a duly authorized request of the Tribe, the Town officer or officers will assist the Tribe in enforcement of the Tribe's criminal jurisdiction. All active Town police officers shall be deputized by the Tribe for this limited purpose.
  - c. The Tribe agrees to cooperate and provide a prompt decision to requests for consent for the entry of Town police officers in the event that a crime occurs on Tribal Lands that falls under the jurisdiction of the Town. Tribal law enforcement officers are the only persons authorized to provide consent under this MOU.
  - d. The Tribe agrees to cooperate and provide a prompt decision to requests for consent to the entry of Town officers in the event that a crime occurs outside Tribal Lands when a suspected offender enters Tribal Lands immediately after the commission of that crime or during a fresh pursuit by Town officers. Tribal law enforcement officers are the only persons authorized to provide consent under this MOU.
  - e. The Town agrees to cooperate and provide a prompt decision to requests for consent for the entry of Tribal officers in the event that a crime occurs on Tribal Lands and the suspected offender enters Town of Mashpee lands immediately after the commission of that crime or during a fresh pursuit by Tribal officers. The Town's Police Chief and each designated shift supervisor are the only persons authorized to provide consent under this MOU.
  - f. The Tribe agrees to cooperate and provide law enforcement assistance to the Town when the Town requests assistance, when resources permit. The Town's Police Chief and each designated shift supervisor are the only persons authorized to request assistance under this subsection. Upon a duly authorized request of the Town, Tribal law enforcement will assist the Town in enforcement of the Town's criminal jurisdiction. All active Tribal police officers shall be deputized by the Town for this limited purpose.
  - g. The Town agrees to provide law enforcement dispatch services to the Tribe.
8. **TERMINATION:** This MOU may be canceled or terminated by either Party at any time upon fifteen (15) days written notice by registered or certified mail.
9. **NOTICES:** Written notices required or permitted under this MOU are sufficient if they are sent by registered or certified mail or by other means mutually acceptable to the Parties.

**Notices to Tribe:**  
Cedric Cromwell, Chairman  
Mashpee Wampanoag Tribal  
Council

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

**Notices to Town:**  
Rodney Collins  
Town Manager  
Town of Mashpee

Mashpee Town Hall  
16 Great Neck Road North  
Mashpee, MA 02649

10. **SOVEREIGN IMMUNITY:** Nothing in this MOU shall be construed as a waiver of either Party's sovereign immunity under either Tribal or Massachusetts Law, and is not intended to impair, limit, or affect the status of any Party. It is the intent of the Parties, and by execution of this MOU the Parties hereby agree, that there shall not be any right of action for either Party to sue the other with respect to the exercise of any duties, rights or responsibilities authorized under the terms of this MOU.
11. **IMMUNITIES:** The Town, and/or officers or employees of the Town rendering services under this MOU shall be considered agents of the Tribe for immunity purposes; and no Town officers or employees rendering aid in Tribal Lands pursuant to this MOU shall be liable in Tribal Court on account of any act or omission in good faith on the part of such officers or employees while so engaged. "Good faith" in this subsection shall not include willful misconduct or gross negligence. Further, the Town and all officers, agents, and employees of the Town rendering services under the MOU shall be immune from any civil or criminal liability arising or alleged to arise from their performance or non-performance of their official duties to the fullest extent provided by, and in accordance with, the provisions of Massachusetts law, including the Massachusetts Tort Claims Act, G.L. c. 258 and any regulations promulgated thereunder. In the event that Tribal law enforcement is rendering aid under the MOU to the Town, such Tribal law enforcement shall be immune from any civil or criminal liability arising or alleged to arise from their performance or non-performance of their official duties to the fullest extent provided by, and in accordance with, the provisions of Massachusetts law, including the Massachusetts Tort Claims Act, G.L. c. 258 and any regulations promulgated thereunder.
12. **AMENDMENTS:** This MOU may only be amended by a writing signed by the duly authorized representatives of each Party.
13. **COUNTERPARTS:** This MOU may be executed in several counterparts, each of which is an original, but all of which together constitute a single instrument.
14. **ENTIRE AGREEMENTS:** This MOU constitutes the entire agreement between the Parties on these issues. Nothing herein modifies or voids the Intergovernmental Agreement By and Between the Tribe and Town, dated April 22, 2008.
15. **SAVINGS CLAUSES:**
  - a. Under no circumstance shall any officer, agent, or employee of the Town be subject to tribal court jurisdiction by virtue of entering into this MOU or by performing or failing to perform any duty and/or obligation set forth in this MOU. Nothing in this MOU shall be construed to subject the Town or any officers or agents thereof to the jurisdiction of the Tribe or to tribal law.



- b. Under no circumstance shall any officer, agent, or employee of the Tribe be subject to State court jurisdiction by virtue of entering into this MOU or by performing or failing to perform any duty and/or obligation set forth in this MOU. Nothing in this MOU shall be construed to subject the Tribe or any officers or agents thereof to the jurisdiction of the State or to State law.
- c. The provisions of this MOU are severable and should any provision be held invalid or unenforceable, the remainder of this MOU remains in effect unless terminated as provided in this MOU. If any provision of this MOU is severed from the MOU then the Parties must promptly meet and negotiate in good faith to achieve the intended purpose of the severed provision in a manner that is valid and enforceable under applicable law.

16. **AUTHORITY:** The undersigned represent that they are authorized to execute this MOU on behalf of the Tribe and Town, respectively.

17. **APPLICABLE LAW:** Interpretation of any disputed provision of this MOU, or related to any alleged act or omission of the Town or Tribe or an officer or representative thereof, shall be interpreted consistent with the laws of Massachusetts and the United States.

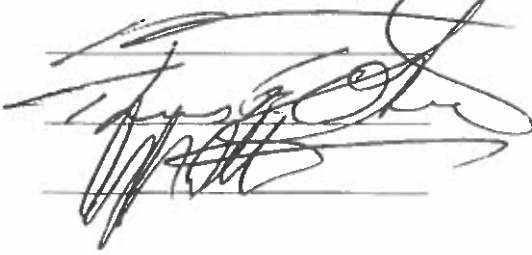
18. **BEST EFFORTS:** The Parties agree that they shall devote their best efforts to the fulfillment of their respective duties and obligations hereunder in accordance with the provisions of this MOU.

EXECUTED as a sealed instrument on the date first mentioned above.

Town of Mashpee  
By its Board of Selectman

  
Chairman





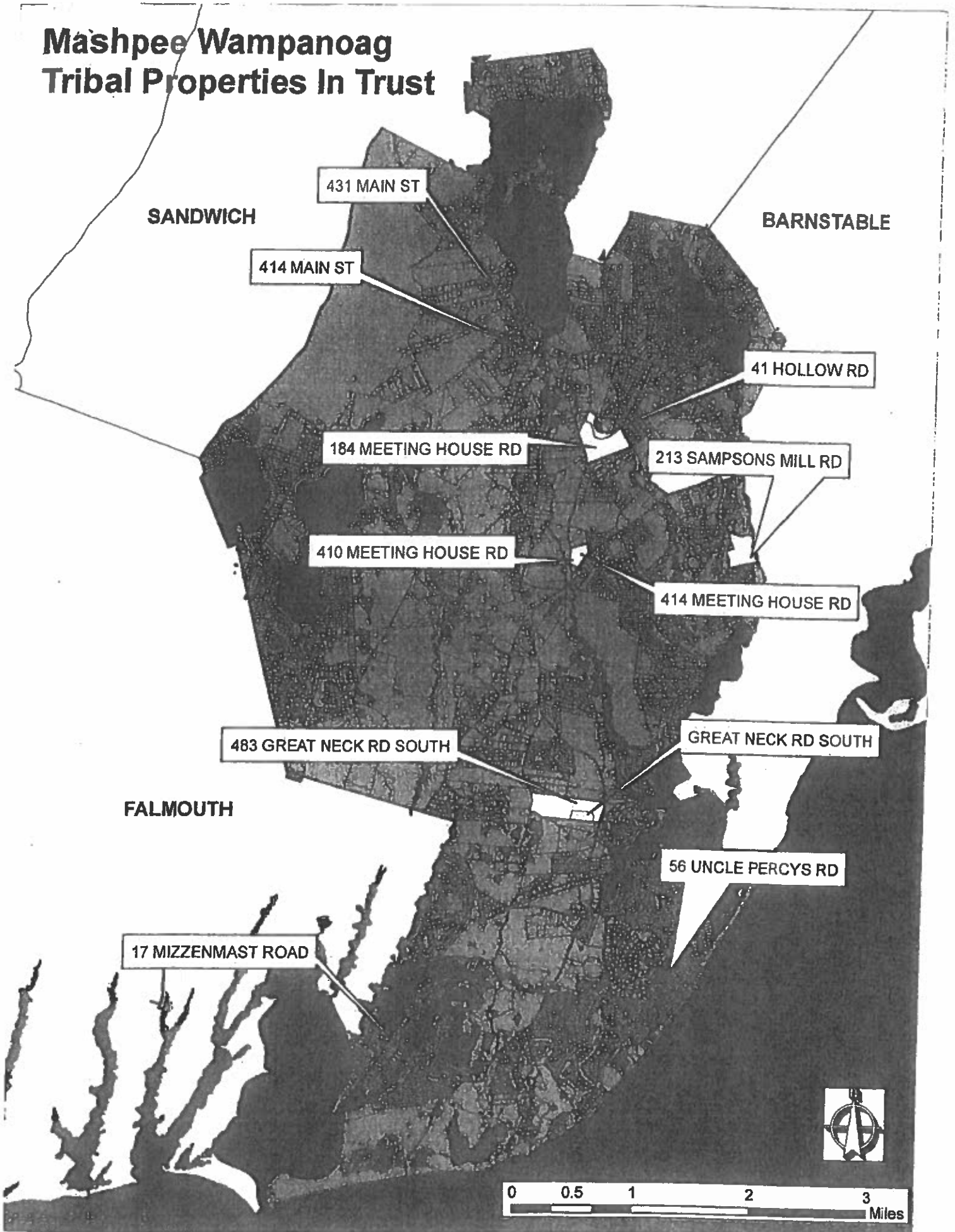
Mashpee Wampanoag Tribe  
By: Chairman, Cedric Cromwell



**EXHIBIT A**

**Tribal Lands Map**

# Mashpee Wampanoag Tribal Properties In Trust



SANDWICH

BARNSTABLE

FALMOUTH

0 0.5 1 2 3 Miles

## List of Tribal Law Enforcement

1. Kevin M. Frye, Sr. (**Primary**)

774-238-8329

Kevin.frye@mwtribe.com

2. Curtis W. Frye, III (**Secondary**)

774-392-1903

Cfrye@mwtribe.com

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U.S. DEPARTMENT OF  
THE SECRETARY OF THE ARMY