



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

**2023-RES-074**

**APPROVAL OF AGREEMENT WITH HORSLEY WITTEN**

**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 Tribe is in need of professional services for the preparation of a cybersecurity assessment as well as the development of a risk management plan and response procedures for the protection and safeguard of the Tribe (the “Services”); and

**WHEREAS,** the Tribe’s Emergency Department has sought proposals for the Services with a deadline of completion of August 31, 2023; and

**WHEREAS,** Horsley Witten Group, a Massachusetts environmental firm, has submitted a proposal and Standard Agreement to provide the Services by the completion deadline; and

**WHEREAS,** the Tribe desires to enter the Standard Agreement with Horsley Witten Group to provide the Services in substantively the same form as attached in Exhibit A; and

**WHEREAS,** the Tribal Council desires to approve the Standard Agreement, as further negotiated by the parties, in substantively the same form as attached in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED,** that the Tribal Council hereby approves the Standard Agreement in accordance with the terms provided in Exhibit A.

**BE IT FINALLY RESOLVED,** that the Tribal Council hereby approves the authorization of the Tribal Council Chairman, or in his absence, other Tribal Council Officer, the requisite authority

and power for and on behalf of the Tribe to execute the Standard Agreement 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All resolutions or parts of resolutions inconsistent with this resolution are repealed.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.

**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 13 constituting a quorum, were present at a regular meeting thereof, duly called, noticed, convened, and held on the 12<sup>th</sup> day of July, 2023 and that the foregoing resolution was duly adopted by the affirmative vote of 11 members, with 0 opposing, and with 1 not voting.

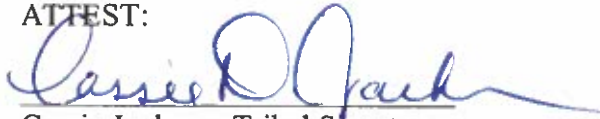
DATED this 12<sup>th</sup> day of July, 2023.



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Brian Weeden, Chairman  
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Tribal Secretary  
Mashpee Wampanoag Tribal Council

**EXHIBIT A**  
**STANDARD AGREEMENT**

# Horsley Witten Group

**Sustainable Environmental Solutions**

90 Route 6A • Unit 1 • Sandwich, MA 02563  
508-833-6600 • horsleywitten.com



Client Name: Mashpee Wampanoag Tribe  
Address: 483 Great Neck Road South  
Town: Mashpee, MA 02649  
Contact: Mr. Nelson Andrews, Jr., Director, EM & Tribal Council Member  
Re: Cybersecurity Assessment, Develop a Risk Management Plan, Develop a Cybersecurity Incident Specific Response Procedure (ISRP), and Facilitate Cybersecurity Training Events

## STANDARD AGREEMENT LUMP SUM FEE AGREEMENT

I (we) Mashpee Wampanoag Tribe [hereinafter referred to as "The Client"] the undersigned agrees to and accepts the following terms and, further, understands that such terms shall apply for the duration of this Agreement with HORSLEY WITTEN GROUP, INC. [hereinafter referred to as "HW"].

The Client wishes to engage HW to perform professional services and HW wishes to perform professional services for the Client in an environmentally responsible manner for a Cybersecurity Assessment, Develop a Risk Management Plan, Develop a Cybersecurity Incident Specific Response Procedure (ISRP), and Facilitate Cybersecurity Training Events the "Project"). In consideration of the above, the Client and HW agree as follows:

1. The Client shall pay to HW a retainer in the sum of \$n/a prior to HW initiating work. This amount will be held and applied to the final Invoice on this project.

*Alternatively: The Client shall pay to HW a drawdown retainer in the sum of \$n/a prior to HW initiating work. This amount will be applied to invoices on this project. When the drawdown retainer is depleted, an additional drawdown retainer will be required.*

2. The total project lump sum fee, including reimbursable expenses, for the work hereupon agreed shall be \$40,000.00 all as more particularly described in the proposal dated June 6<sup>th</sup>, 2023 and attached hereto and made part of this contract and describes the Project. The Client shall receive an Invoice monthly from HW for work performed and related expenses incurred during the prior 30-day period (the "billing period"). HW will invoice on a percent complete basis up to the lump sum fee of \$40,000.00 in accordance with the Scope of Work. This Scope of Work may contain specific budgets by task; billings may exceed the stated budget of individual tasks, but total project billings will not exceed the total project lump sum fee without a prior contract amendment. Invoices are payable upon receipt. Bills not paid within thirty (30) days shall accrue a late charge of 1.5% of the principal of the billed amount per month. In addition, work on the project by HW may be suspended and data, reports and/or other products withheld, should bills not be paid within 45 days.
3. Lump Sum Fee does not include subcontractor's costs for drilling, backhoe and/or lab analysis.

4. Project findings and reports for which payment has not been received within 30 days of invoice date will be the property of HW and may not be used by the Client for any purpose. Any such use without written consent will be at the Client's sole risk and without liability or legal exposure to HW; and the Client, or whoever shall use said documents in violation of this section, shall indemnify and hold harmless HW from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. This section may be specifically enforced by any court of competent jurisdiction by HW which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provision of this Section. HW reserves the right to notify all appropriate regulatory agencies that our firm will provide no further support for any materials or testimonies submitted under our name in the event that bills are not paid.
5. Final reports and presentations shall not be provided if payments are delinquent. Project findings and reports for which payment has not been received within 30 days of invoice date will become the property of HW and may not be used by the Client for any purpose. Any such use without written consent will be at the Client's sole risk and without liability or legal exposure to HW; and the Client, or whomever shall use said documents in violation of this section, shall indemnify and hold harmless HW from all claim, damages losses and expenses including attorneys' fees arising out of or resulting therefrom. This section may be specifically enforced by any court of competent jurisdiction by HW which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provision of this Section. HW reserves the right to notify all appropriate regulatory agencies that our firm will provide no further support for any materials or testimonies submitted under our name in the event that bills are not paid.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, HW shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of the Agreement.
7. Payment to HW is the sole responsibility of the Client and is not subject to third party agreements. In the event that the Client defaults on payment, the individual signing the contract on behalf of the Client hereby assumes primary liability and guarantees the payment of all bills submitted.
8. The Client shall at all times indemnify and save harmless HW and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the acts, omissions or negligence of the Client, its agents, employees, or subcontractors in connection with the project.
9. At any time, either the Client or HW shall have the absolute discretionary right to terminate this Agreement without cause or reason, by giving written notice to the other party by certified mail, return receipt requested to the address listed herein. The termination date of this Agreement shall be the date of receipt of notice or 5 days after the mailing of notice of termination, whichever occurs sooner. Notwithstanding termination of this Agreement, the Client shall be liable for and shall compensate HW for all work performed as of the termination date. HW will deliver to the Client all work products completed as of the termination date for which payment has been received. Upon termination of this Agreement, HW shall not be liable to the Client or any third party for any damages of any kind, including direct, indirect or consequential damages, including, but not limited to damages due to delay, lost revenues and accrued incidental costs. It is understood and agreed that HW will stop work as of the date of termination of this Agreement and will not be responsible for delivery of any additional or future work products.

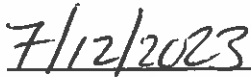
10. For any damage on account of any error, omission or other professional negligence, the parties agree that to the fullest extent permitted by law, the total liability that HW will be limited to is a sum not to exceed the available proceeds from HW's insurance.
11. HW shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of HW.
12. All documents including Drawings and Specifications prepared pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project and shall not be reused without the express written consent of HW. Any reuse without written consent or adaptation by HW for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to HW; and the Client, or whomever shall reuse said documents, shall indemnify and hold harmless HW from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such consent or adaptation will entitle HW to additional compensation at rates to be agreed upon by HW and the person or entity seeking to reuse said documents. This section may be specifically enforced by any court of competent jurisdiction by HW which shall, in addition to injunctive relief, be entitled to recover damages, if any, arising from any breach of this section, together with costs and reasonable attorneys' fees in any action brought to enforce the provisions of this Section.
13. This Agreement represents the entire agreement between the parties regarding this Project. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into the Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and HW.
14. Should a need for further scope or budget revision be identified by either the Client or HW, the party requesting the revision shall notify the other party immediately. All changes to this Agreement must be in writing, signed by both parties.
15. The client acknowledges that HW is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of HW in the performance of this or any other agreement between the parties shall be made against the corporation and not against such director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of HW to, in addition to all other relief, costs and reasonable attorneys' fees.
16. The invalidity of any portion of this Agreement shall not invalidate the entire agreement. If any portion or clause hereof shall be declared unenforceable or invalid by any court of competent jurisdiction, such portion or clause shall be deemed stricken from the Agreement and the remainder hereof shall be binding upon the parties hereto, their heirs, successors and assigns.
17. The Laws of the Commonwealth of Massachusetts shall govern this Agreement.
18. All notices sent pursuant to this Agreement shall be sent to HW and to the Client at the addresses listed on the Client Information Sheet attached hereto.

19. HW shall not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to conform to the manufacturer's specifications, product literature or written documents.
20. This Agreement shall inure to the benefit of and be binding upon the executors, administrators and permitted assigns of the parties. No assignment of this Agreement shall be made without the written agreement of both parties.
21. Services do not include legal consultation or constitute legal advice. Appropriate counsel should be employed where warranted.
22. The individual signing below, on behalf of the Client, represents that he/she has full authority to bind the Client to this Agreement.



\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
HORSLEY WITTEN GROUP



\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# Horsley Witten Group

*Sustainable Environmental Solutions*

90 Route 6A • Unit 1 • Sandwich, MA 02563  
508-833-6600 • [horsleywitten.com](http://horsleywitten.com)



June 6, 2023

VIA EMAIL

Mr. Nelson Andrews Jr.  
Director, Emergency Management Department and Tribal Council Member  
Mashpee Wampanoag Tribe  
483 Great Neck Road South  
Mashpee, MA 02649

Re: Proposal to Conduct a Cybersecurity Assessment, Develop a Risk Management Plan, Develop a Cybersecurity Incident Specific Response Procedure (ISRP), and Facilitate Cybersecurity Training Events

Dear Mr. Andrews,

The Horsley Witten Group, Inc. (HW) is pleased to submit this proposal to conduct a cybersecurity assessment of the Mashpee Wampanoag Tribe (MWT) Information Technology (IT) and Operational Technology (OT) programs, develop a Risk Management Plan (RMP) as a result of the cybersecurity assessment, develop a Cybersecurity Incident Specific Response Plan (ISRP) for the Tribe's Emergency Operations Plan (EOP), and facilitate two introductory cybersecurity seminars and one tabletop exercise (TTX) to present the project findings to key Tribal stakeholders and departmental staff. HW understands that this project needs to be completed by August 31, 2023 to satisfy funding requirements. To meet the needs of this project, HW envisions working with the Emergency Management Department (EMD) Director to identify key stakeholders to complete the project, as well as to finalize the schedule for reviewing and updating the Tribe's IT and OT programs.

In addition to Tribal contacts, the cybersecurity assessment will include coordination with outside vendors/contractors that installed IT and OT hardware and software, as well as those who perform any maintenance and updates to the systems. HW will schedule meetings (in-person or virtual), as needed, with the identified Tribal member/department and respective vendors to review specific areas of the IT and OT program. As a result of the assessment, HW will produce a recommended cybersecurity RMP that identifies short-term and long-term actions the Tribe can take to improve their overall cybersecurity posture. HW will also utilize the information gathered during the assessment to inform a Cybersecurity ISRP. HW will provide a draft ISRP to the Tribe for review, and then finalize the documents for inclusion in the EOP.

HW, together with the Tribal EMD Director, will schedule two introductory cybersecurity seminars and one TTX to educate key Tribal stakeholders and departmental representatives. HW will keep the EMD Director advised of all scheduled meetings and milestone dates. Two-page resumes for the core HW Team are attached. The core Team has access to all HW capabilities (e.g., graphics, administration, GIS, Quality Control) to assist with this important emergency preparedness project. HW has organized the project into the below tasks.

### **Task 0: Project Management**

The HW project manager will work with the EMD Director to confirm the overall project expectations, finalize a project milestones list, identify points of contact for IT and OT vendor personnel, and coordinate the approval of deliverables. HW will submit a monthly progress report with each invoice that details the work completed during the prior reporting period.

### **Task 1: Cybersecurity Assessment**

The assessment is a combination of a physical walkthrough and a discussion-based activity used to identify areas of strength as well as areas that need attention to increase the Tribe's cybersecurity posture. HW will work with the EMD Director prior to the assessment to identify key Tribal stakeholders and vendors to gain an understanding of the overall IT and OT architecture currently supporting the Tribe, as well as the roles and responsibilities of key personnel. HW will plan to review current IT and OT policies, plans, and procedures. In coordination with the EMD Director on a mutually supportable date and time, HW will conduct an in-person assessment that can last up to three days, which will include a physical walkthrough of the following facilities to view IT and OT assets, security procedures, department layouts, and operational needs:

- Tribal Government Center in Mashpee, MA
- Tribal Emergency Management Department Facility in Sandwich, MA
- Wastewater Treatment Facility in Mashpee, MA
- Up to two other facilities as needed.

The walkthroughs will be followed by a discussion-based assessment to discuss compliance with a nationally recognized cybersecurity assessment framework. It is expected that this assessment will be based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework. Critical to the success of the assessment is having key Tribal stakeholders and vendor participation. The walkthrough and the discussion-based assessment will be used to develop a tailored cyber RMP and Cybersecurity ISRP annex to the Tribal EOP.

### **Task 2: Risk Management Plan Development**

The walkthrough and discussion-based assessment conducted as part of Task 1 will be used to develop a tailored cybersecurity RMP. The Tribe can use the plan as a roadmap to continue to enhance cybersecurity in the future. HW will provide a draft RMP for review by Tribal stakeholders. HW will finalize the plan by incorporating edits received from the EMD Director's review as well as the stakeholder comments.

### **Task 3: Cybersecurity ISRP Development**

HW will utilize the information from the walkthrough, cybersecurity assessment, and approved RMP along with industry best practices to develop a draft Cybersecurity ISRP. The ISRP will be developed as an easy-to-follow emergency action checklist suitable for use by Tribal members during a suspected cybersecurity incident. The ISRP will include actions to take at the human-machine interface (HMI) level (e.g., physically disconnect computer from the internet), the IT and OT staff level (e.g., update software), as well as the organization/Tribal level (e.g., review or revise a Tribal IT policy). HW will submit a draft ISRP to the EMD Director to review and to seek input from stakeholders.

HW will finalize the ISRP by incorporating edits received from the Director's review, as well as any additional comments from Tribal members or response partners. HW recommends the ISRP be incorporated into the Tribe's EOP as an attachment or annex. The ISRP will be provided in multiple electronic formats for ease of updating in the future.

### **Task 4: Cybersecurity Seminars and Tabletop Exercise**

HW will work with the EMD Director to schedule two, two-hour introductory cybersecurity seminars and one half-day Tabletop Exercise (TTX) for Tribal stakeholders. The seminars will be presented as a "Cybersecurity 101" overview and include a review of the cyber assessment process, development of the cyber RMP (note: to maintain security, some project items may not be appropriate for a general audience), and a review of the ISRP. The TTX will be an opportunity for key Tribal stakeholders to discuss how the ISRP would be used during a cybersecurity incident response. The seminars and TTX could be held in-person as part of a scheduled meeting or separately as a virtual invitation only event.

For the seminar and TTX, HW will develop PowerPoint presentations, sign-in sheets, evaluation form, and an agenda. On the scheduled date, HW will facilitate the seminar and TTX, and take notes to record any recommendations, questions, or general comments. HW will also encourage participants to complete the short seminar evaluation form. Where appropriate HW will use stakeholder comments to adjust the RMP and ISRP, and to develop a summary report.

### **Proposed Project Schedule**

The following is a proposed project schedule to complete the tasks prior to the grant deadline:

| <b>Project Development Action</b>      | <b>Anticipated Timeframe</b>                                   |
|--|--|
| Project Kickoff Meeting                | Week of June 19 <sup>th</sup>                                  |
| Project Information Gathering          | Week of June 26 <sup>th</sup> – Week of July 10 <sup>th</sup>  |
| Conduct Cybersecurity Assessment       | Week of July 10 <sup>th</sup> or Week of July 24 <sup>th</sup> |
| Develop Risk Management Plan           | Week of July 31 <sup>st</sup>                                  |
| Develop Cybersecurity ISRP             | Week of August 7 <sup>th</sup>                                 |
| Finalize Risk Management Plan and ISRP | Week of August 14 <sup>th</sup>                                |
| Cybersecurity Seminars and TTX         | Week of August 21 <sup>st</sup>                                |
| Finalize all materials                 | Week of August 28 <sup>th</sup>                                |

**Related Work Experience**

HW has a long history of supporting the Mashpee Wampanoag Tribe to provide emergency response training and plan development since 2018, as evidenced by the following projects:

- May 2018 Active Shooter/Hostile Event (AS/HE) Roundtable Discussion
- November 2019 Tabletop Exercise
- 2020 Tribal Hazard Mitigation Plan
- June 2022 Mashpee Wampanoag Tribe COVID-19 Response After Action Report/Improvement Plan

HW also worked with the Chickahominy Tribe of Virginia to develop a Tribal Multi-Hazard Mitigation Plan, EOP, and Continuity of Operations (COOP) Plan.

In addition, HW also supports the U.S. Environmental Protection Agency in conducting cybersecurity assessments for water and wastewater systems across the United States.

**Budget:**

| Task                                     | Hours | Cost (\$)        |
|--|-------|------------------|
| Task 0: Project Management               | 18    | 3,400.00         |
| Task 1: Cybersecurity Assessment         | 96    | 13,000.00        |
| Task 2: Risk Management Plan Development | 44    | 6,300.00         |
| Task 3: Cybersecurity ISRP Development   | 44    | 6,300.00         |
| Task 4: Cybersecurity Seminar and TTX    | 70    | 10,000.00        |
| Travel and ODCs                          | N/A   | 1,000.00         |
| <b>Total:</b>                            |       | <b>40,000.00</b> |

HW can provide these services based on the actual work performed and costs incurred for a Lump Sum price of \$40,000.00.

We look forward to working with the Mashpee Wampanoag Tribe on this important project. Please contact me by email at [wkeef@horsleywitten.com](mailto:wkeef@horsleywitten.com) or by phone at 508-833-6600 if you have any questions.

Sincerely,

HORSLEY WITTEN GROUP, INC.



Will Keefer  
Senior Associate

ACKNOWLEDGED AND ACCEPTED BY:

  
Name

CHAIRMAN  
Title

7/12/2023  
Date