

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MASHPEE WAMPANOAG TRIBE ("Tribe") AND CITY OF TAUNTON,
MASSACHUSETTS ("City"), FOR THE IMPLEMENTATION OF THE
INTERGOVERNMENTAL AGREEMENT ("IGA"), DATED MAY 17, 2012.

This Memorandum of Understanding ("MOU") is entered into the 12th day of November, 2015. This MOU shall go into effect this date. The Parties agree as follows:

1. FINDINGS:

a. The Tribe intends to exercise the full extent of its civil and criminal jurisdiction over its Trust Lands and its citizens in accordance with federal law, and the Compact entered into between the Tribe and the Commonwealth of Massachusetts dated March 19, 2013 ("Compact").

b. The Compact and the IGA do not provide for the delivery of certain services by the State or the City to the Trust Lands during the interim period beginning upon the recordation of the trust deeds for the Trust Lands and ending upon the time the City and or the State is obligated to provide such services under the IGA or the Compact, as the case may be (the "Interim Period").

c. The IGA requires the Tribe to make payments in lieu of property taxes to the City equivalent to the taxes at the rate on commercial property charged by the City at the time of the recordation of the trust deeds to the Trust Lands, or on the date of the IGA, whichever is greater, plus annual increases as specified in the IGA, which payments in conjunction with other measures specified in the IGA constitute the Tribe's mitigation obligations.

d. The Parties desire that there be continuous availability of fire and emergency medical services to all citizens, tribal and non-tribal, on the Trust Lands and a smooth transition from state and local criminal jurisdiction to tribal and federal criminal jurisdiction over tribal citizens.

2. AUTHORITY:

a. The Tribe is a federally recognized Indian tribe. The Tribe acts through its Tribal Council as authorized by the Constitution of the Mashpee Wampanoag Tribe, article VI, sections 2A and 2D.

b. The City is a political subdivision of the State and is a municipal corporation in Bristol County, Massachusetts. The City acts by its Mayor and Municipal Council as authorized by its city charter and the Constitution, General Laws, and special laws of the Commonwealth of Massachusetts, including, but not limited to, Article LXXXIX of Amendments to the Massachusetts Constitution and G.L. c. 40, § 4.

3. PURPOSE:

The purpose of this MOU is to implement the IGA between the Parties in order to provide for the continuous delivery of fire and emergency medical services to tribal and non-tribal citizens on the Trust Lands during the Interim Period and specifying the means by which the City and State shall access the Trust Lands to continue to exercise criminal jurisdiction over non-Native Americans.

4. DEFINITIONS:

- a. "City Officer" means a law enforcement officer employed by the City.
- b. "Designated Representative" means Kevin Frye or such other person so designated by the Tribe upon delivery of written notice thereof to the City. Such notice shall include both telephone and e-mail contact information for the Designated Representative.
- c. "Law Enforcement Activities" means the (i) investigation and the enforcement of State and local criminal laws and (ii) Routine Patrols.
- d. "Native American" means a duly enrolled member of the Tribe evidenced by a Tribally issued enrollment card bearing a photograph or confirmation by a duly authorized Tribal representative.
- e. "Notice" shall mean telephonic or electronic message at such telephone number or e-mail contact address as specified from time to time to the City's Chief of Police by the Designated Representative.
- f. "Notice Period" shall mean no more than twelve (12) hours from the occurrence of the identified act provided that if under the circumstances it is not reasonably practicable to provide Notice within twelve (12) hours from the occurrence of the identified act, then as soon as reasonably practicable following the occurrence of the identified act.
- g. "Party" means either the City or the Tribe and "Parties" means the City and Tribe collectively.
- h. "Routine Patrols" means drive-throughs of the Trust Lands by City Officers for the sole purpose of maintaining law enforcement visibility upon an agreed upon schedule by the Parties in advance of entry by City Officer(s) upon the Trust Lands.
- i. "State" means the Commonwealth of Massachusetts.
- j. "Subject" means an individual suspected of violating State or local criminal laws.

k. "Trust Lands" means those lands located in the City of Taunton and taken into trust by the United States on behalf of the Tribe, as mapped on Exhibit A attached to the IGA.

l. Other definitions – any capitalized terms not defined in this MOU shall have the meanings ascribed to them in the IGA.

5. DURATION:

This MOU shall be in effect for a period of ninety (90) days from the effective date of the MOU, subject to extension by further written agreement between the Parties.

6. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES:

a. The City shall provide to the Trust Lands fire protection and emergency medical services, including dispatch service for both, on the same basis and in the same manner and to the same extent that it provided those services before the recordation of the trust deeds for the Trust Lands.

b. The Tribe grants permission to enter its Trust Lands to the City's duly authorized personnel for the purposes of delivery of fire protection and emergency medical services, and for those purposes only, provided that the City shall provide Notice to the Designated Representative of every entry onto the Trust Lands by its personnel for that purpose within the Notice Period.

7. LAW ENFORCEMENT:

a. The Parties acknowledge that State and local governments hold criminal jurisdiction over non-Native Americans on the Trust Lands. The Tribe grants permission to enter the Trust Lands to City Officers only for the purposes of Law Enforcement Activities as to non-Native Americans. The City shall provide Notice to the Designated Representative of every entry onto the Trust Lands by its personnel for these purposes within the Notice Period.

b. The Parties acknowledge that the Tribe and the United States hold concurrent criminal jurisdiction over Native Americans on the Trust Lands, effective immediately upon the recordation of the trust deeds to the Trust Lands to the exclusion of State and local jurisdiction.

c. Each City Officer when engaging in any Law Enforcement Activities on the Trust Lands shall, as soon as circumstances reasonably permit, ascertain the identity of the Subject and specifically inquire whether the Subject is Native American. The City Officer shall accept a Tribal Enrollment Card as conclusive proof that the Subject is Native American. In the event the Subject claims to be Native American but is not in possession of his or her Tribal Enrollment Card, a City Officer shall, as soon as reasonably practicable, contact the Designated Representative to verify the Subject's status as Native

American. In the event the Subject is not a Native American, the City Officer may remove the Subject from the Trust Lands, in the event of reasonable cause to believe there has been a violation of State or local criminal law, as soon as public safety permits and proceed in accordance with local and State law. The City shall provide Notice to the Designated Representative of the entry onto Trust Lands by a City Officer for this purpose within the Notice Period.

d. In the event the Subject is a Native American and the City Officer believes that public safety or breach of the peace is threatened by such Subject, a City Officer shall provide Notice, as soon as reasonably practicable, to the Designated Representative of the entry upon the Trust Lands and the apparent identity of the Subject as Native American. In that event, the City Officer may detain the Subject in the interest of public safety only, until such time as the Designated Representative, or a person identified by the Designated Representative, assumes custody of the detained Native American. The Designated Representative shall make every effort to assume custody within two (2) hours of Notice. In the event public safety is not threatened, the City Officer shall immediately release the Subject and notify the Designated Representative of the event. The Tribe shall deputize City Officer(s) for the limited purpose of detaining Native American Subjects until released to a Designated Representative and for that purpose only.

e. Administrative records of any Law Enforcement Activities on the Trust Lands that are maintained by the City shall be made available to the Tribe on a monthly basis as may be permitted by State and local law.

f. City Officers authorized to detain Native Americans until the Tribe assumes custody under this MOU shall be considered agents of the Tribe to that extent for immunity purposes. Neither the City, City officials, or City Officers shall be liable on account of any act or omission, except for willful misconduct or gross negligence, when so engaged.

g. Upon the Tribe's request, the City agrees to consult with the Tribe on matters involving Law Enforcement Activities on the Trust Lands, the conduct of City Officers and such other matters related thereto so as to assure the Tribe that the City is performing its obligations under this MOU.

8. SERVICE OF PROCESS

a. In the case of service of process, including warrants and subpoenas, on the Trust Lands and upon non-Native Americans, the Tribe consents to access by duly authorized personnel of the City to execute the service of process, provided that the City shall provide Notice to the Designated Representative, of every entry onto the Trust Lands by its personnel for this purpose within the Notice Period.

b. In the case of service of process, including warrants and subpoenas, in a civil or criminal proceeding, on the Trust Lands and upon a Native American, the City shall

execute service of process only when accompanied by a duly authorized representative of the Tribe, identified by the Designated Representative.

9. BEST EFFORTS AND COOPERATION:

The Parties confirm their commitment in the IGA to negotiate in good faith on the cross-deputization and mutual aid agreements when the Tribe establishes a tribal police force for the Trust Lands.

10. ENTIRE AGREEMENT:

This MOU, together with the IGA the terms of which are hereby incorporated herein, constitute the entire agreement between the Parties regarding implementation of the IGA on delivery of law enforcement, fire and emergency medical services during the Interim Period and may be amended only by a writing signed by duly authorized representatives of each Party.

11. AUTHORITY:

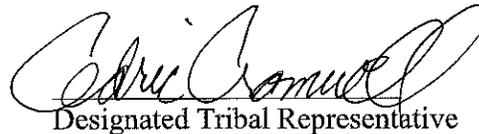
The undersigned represent that they are authorized to execute this MOU on behalf of the Tribe and City, respectively.

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

City of Taunton
By Mayor Thomas C. Hoyer, Jr.


Mayor

Mashpee Wampanoag Tribe
By Chairman Cedric Cromwell


Designated Tribal Representative