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Office of the Principal Chief

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INTER-BRANCH MEMORANDUM OF UNDERSTAND BETWEEN

THE COUNCIL OF THE CHEROKEE NATION

AND

THE EXECUTIVE BRANCH OF THE CHEROKEE NATION

ON

IMPLEMENTING THE PUBLIC HEALTH AND WELLNESS COUNCIL DISTRICT INFRASTRUCTURE FUND

WHEREAS the Executive Branch, by the Principal Chief, and the Legislative Branch, by the Speaker of the Council, collectively “the Branches” hereby agree to this memorandum of understanding for the purpose of implementing the Public Health and Wellness Council District Infrastructure Fund, pursuant to the 2025 amendments to the Public Health and Wellness Fund Act ([LA 27-25](#)), and further acknowledge and agree as follows:

1. **WHEREAS** the PHWFA, as amended, authorizes a fund of \$1.7 million “Public Health and Wellness Council District Infrastructure Fund,” an annual fund the appropriations of which are divided “...by seventeen equal shares of annual funds appropriated, such division being one share per the fifteen council districts within the reservation and two shares for areas outside the exterior boundaries of the Cherokee Nation reservation...” for the purposes of funding individual Council member directed infrastructure projects within the meaning of “Public Health and Wellness Activities and Infrastructure” in PFWA.
2. **WHEREAS** the Branches interpret and implement the relevant portion of the Act as:
 - a. Authorizing individual Council members to request of the Principal Chief or his or her designee an earmark of funds allocated to their district for any infrastructure project within any of the categories enumerated within the

meaning of “Public Health and Wellness... Infrastructure,” at amounts in the aggregate not exceeding their districts allocation for the fiscal year, with said projects benefitting a qualified third party recipient.

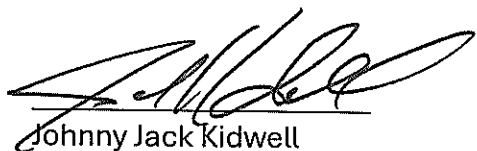
- b. Allocating, in the case of maximum authorized appropriation, \$100,000 available per Council members for the Council member to earmark per fiscal year.
- c. Reallocating all unobligated funds by the end of the fiscal year to the PHWFA surplus for future spending under the act, with no provision for carry over into the next fiscal year into the Public Health and Wellness Council District Infrastructure Fund.
- d. Including both at-large Council members in the program, for projects impacting at large communities, ie, “...areas outside the exterior boundaries of the Cherokee Nation reservation...”
- e. Requiring that said project earmark must:
 - i. In support of “Public Health and Wellness Infrastructure Projects” (including capital construction, equipment and land purchase) within the meaning of the act, but in no circumstances may be used to cover operating expenses.
 - ii. Sited within the requesting Council member’s district, or if outside the district must substantially impact the district and have the consent of the neighboring Council member.
 - iii. Paid to or for the benefit of a qualified third-party recipient, which includes, but may not be limited to, public schools; state, county or local governments; and non-profits, provided:
 1. CCO Participating Organizations are excluded on the basis of those organizations having access to substantial annual Cherokee Nation grant funding, provided:
 - a. CCO participating organizations operating “at-large,” may be included via joint waiver by the Speaker of the Council and the Principal Chief, on the basis of relatively lower funding opportunities for “at-large” CCO participating organizations.
 2. Religious organizations are excluded except where: (i) the church provides the only public gathering place in the community and (ii) the project, for the projected useful life of the project, primarily supports secular functions of the facility available to the general public and does not support

- proselytizing (such as publicly accessible community event space or emergency shelters).
3. Recipients of other PHWFA funded grants are excluded from eligibility for project earmarks in the same fiscal year, absent an express written waiver from the Principal Chief.
 4. Recipients may not be individuals and the organization must not serve as a “pass through” for individuals or organizations that are not qualified third party recipients, unless such distribution of funds is memorialized in a third-party agreement referenced herein.
 5. Recipients may not be Cherokee Nation, the Housing Authority of the Cherokee Nation or any entity of the Cherokee Nation.
- iv. In the case of water or transportation infrastructure, the project must be reviewed by the Department of Transportation and Infrastructure before approval is granted, unless such review waived by the Principal Chief, such review to be secured through Administration’s standardized process.
 - v. Must not be “pre-approved” or publicized prior to formal Administration approval and must be in coordination with administration, to avoid sharing incomplete or inaccurate information with the general public
 - vi. May not including “branding” without approval of Administration in order to adhere to standard branding conventions, practices, etc.
 - vii. Subject to a standardized process, including applications and notification of approvals, developed by Administration and consistent with this agreement, provided:
 1. Execution of the third-party memorandum of understanding, referenced herein or, if waived or otherwise in applicable, final approval of the project by the Principal Chief, within 10 calendar days.
 2. Administration commits to processing checks for distribution within ten calendar days of the execution of the third-party memorandum of understanding, referenced herein or, if waived or otherwise inapplicable, within two weeks of other final approval of the project by the Principal Chief.
 - viii. Subject to a standardized memorandum of understanding or other agreement between Cherokee Nation and the third-party recipient, executed by the Principal Chief, unless waived by the Principal Chief.

- f. Encouraging, within the bounds of the Act, the Branches to resolve any differences in interpretation or processes through informal discussion between the Speaker of the Council and the Principal Chief.
- 3. **WHEREAS** the Branches have identified, for the purpose of providing helpful guidance to Council members, a **non-exhaustive list of presumptively approved project categories**, as follows:
 - a. Public water / wastewater system improvements.
 - b. Public outdoor or indoor recreation facilities construction and improvements, including community centers, parks, playgrounds and walking trails.
 - c. Public or publicly accessible road, driveway, parking lot, sidewalk, lighting or security improvements that enhance public safety and/or access to public health and wellness facilities (eg, paving a parking lot and improving the public road leading to a public park).
 - d. Infrastructure in support of emergency communication, including tornado sirens, emergency personnel communication, security cameras and community wifi.
 - e. Public safety equipment related to healthcare or health emergencies, including fire response equipment, EMS equipment or emergency management equipment, but generally excluding equipment that exclusively serves a law enforcement purpose.
 - f. Food security, limited to infrastructure and equipment, excluding food supplies except on an emergency response / non-recurring basis.
 - g. Crisis housing infrastructure or equipment (e.g., repairs to a domestic violence shelter).
- 4. **WHEREAS** this agreement is based on the availability of appropriated funds.
- 5. **WHEREAS** the Branches, by the Principal Chief and Speaker of the Council, commit to meet and confer on the subjects covered by this MOU at least annually.
- 6. **WHEREAS** this agreement automatically renews annually unless terminated by operation of law or the mutual agreement of the Speaker and the Principal Chief.
- 7. **WHEREAS** this agreement is effective November 1, 2025, or the date signed by representatives of both of the Branches, whichever is later.

8. **BASED ON THE FOREGOING IT IS THEREFORE RESOLVED AND UNDERSTOOD BY THE BRANCHES** that the sole purpose of this agreement is to guide the implementation of the relevant portions of the PHWFA, as amended, based on the terms of this memorandum and nothing herein increases or diminishes the rights or obligations of either of the Branches.

For the Legislative Branch

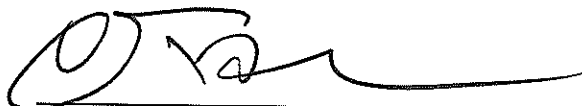


Johnny Jack Kidwell

Speaker of the Council of the Cherokee Nation

Date: 10/30/2025

For the Executive Branch



Chuck Hoskin, Jr.,
Principal Chief

Date: 10/30/2025