

MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding (MOU), the **Muskogee County/Muskogee County Sheriff's Office** and **Cherokee Nation**, acknowledge and agree as follows:

1. The Cherokee Nation is a federally-recognized Indian tribe with its present tribal headquarters located south of Tahlequah, Oklahoma.
2. As the United States Congress recognized in Pub. L. 107-331, Title VI, § 602(3), the Cherokee Nation is the sovereign entity that entered into and is bound by the treaties it signed with the United States, including the treaties establishing the Cherokee Nation Reservation.
3. The United States and the Cherokee Nation were the only parties to these treaties. No other tribe shares with the Cherokee Nation the legal rights provided under the federal treaties entered into by the Cherokee Nation and the United States.
4. As such, under federal law, the Cherokee Nation is the only Indian tribe that enjoys the legal rights to, and sovereign authority over, the Cherokee Nation Reservation.
5. The Cherokee Nation possesses *exclusive tribal jurisdiction* within the boundaries of the Cherokee Nation Reservation.
6. The boundaries of the Cherokee Nation Reservation encompass the geographic area owned by the Cherokee Nation under the Treaty with the Cherokee, December 29, 1835, 7 Stat. 478, as modified under the Treaty of July 19, 1866, 14 Stat. 799, and the 1891 agreement ratified by Act of March 3, 1893, 27 Stat. 612.
7. Nothing contained in this MOU alters or diminishes either party's authority and/or jurisdiction within the boundaries of the Cherokee Nation Reservation.
8. **Muskogee County/Muskogee County Sheriff's Office** is an entity that operates on a governmental and/or non-profit basis within the Cherokee Nation reservation, providing programs and/or services that have a positive impact on public safety within the Cherokee Nation Reservation, including but not limited to;
 - a. law enforcement services;
 - b. emergency dispatch services;
 - c. emergency medical services;
 - d. emergency fire response services.
9. Cherokee Nation has developed a COVID-19 response and recovery plan, known as Respond, Recover and Rebuild (RRR), funded in part by the federal American Rescue Plan Act (ARPA). Cherokee Nation's RRR plan includes support for other governments and community partners where such support furthers Cherokee Nation's COVID-19 response and recovery efforts. Provision of such support, including Beneficiary payments to organizations, is subject to Cherokee Nation and federal laws, regulation and policies, including ARPA. Cherokee Nation has determined that the provision of resources detailed herein comply with the aforementioned laws, regulations and policies, subject to future relevant reporting and compliance obligations under Cherokee Nation and federal law.
10. Cherokee Nation and **Muskogee County/Muskogee County Sheriff's Office** mutually agree to achieve compliance with the use of resources provided under the RRR plan; by means of open communications, the execution of additional agreements and reports relevant to the subject of this MOU, while acting in compliance with Cherokee Nation and federal law, including ARPA SLFRF Guidance.

11. The parties further understand that the provision and use of this payment are subject to the following:

- a. That **Muskogee County/Muskogee County Sheriff's Office** has identified the use of the funds (up to \$50,000.00) and is required by U.S. Treasury guidance, Cherokee Nation policy and this MOU to utilize any and all contributions mentioned herein as agreed.
- b. **Muskogee County/Muskogee County Sheriff's Office** acknowledges that the Cherokee Nation possesses exclusive tribal sovereign authority and jurisdiction within the Cherokee Nation Reservation, and therefore will not endorse or enter into any agreements with any tribe except the Cherokee Nation on matters related to the Cherokee Nation Reservation, including agreements related to public safety resources or jurisdiction within the boundaries of the Cherokee Nation Reservation.
- c. The Cherokee Nation's involvement in **Muskogee County/Muskogee County Sheriff's Office** efforts, insofar as this agreement is concerned, will cease entirely by close of business on the last business day of December 2024.
- d. The failure of **Muskogee County/Muskogee County Sheriff's Office** to comply with any section of this MOU, any agreements pursuant thereto, ARPA SLFRF Guidance, or any laws, rules or regulations relating to ARPA may result in Cherokee Nation recouping up to 100% of the funds provided under this agreement and/or disallowance of funding to **Muskogee County/Muskogee County Sheriff's Office** from Cherokee Nation for Cherokee Nation fiscal year 2022-2024.

12. This MOU constitutes the complete agreement between the parties. This MOU is effective the latest date of execution, is entered into in the Cherokee Nation reservation, is entered into under the laws of the Cherokee Nation and may be modified by either party in writing between the date of the dispersal of funds and December 1st 2024 and must be agreed upon by both parties and resigned before effective.

***see signature page 3 | Page**

**Signature page:
For Cherokee Nation**

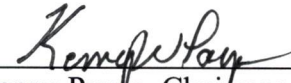
_____ Date: _____
Chuck Hoskin, Jr. Printed Name:
Principal Chief Title

Cherokee Nation Address:
PO Box 948
Tahlequah OK 74465

Concurrence:
Muskogee County Sheriff

_____ 

County Commissioner

_____  _____ Date: _____
Kenny Payne, Chairman

_____  _____ Date: _____
Ken Doke, member

_____  _____ Date: _____
Keith Hyslop, member