

Marijuana Compact

Between
Confederated Tribes of the Chehalis Reservation
and
the State of Washington

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I. INTRODUCTION

This compact is entered into pursuant to House Bill 2000, Chapter 207, Laws of 2015 (the “Compacting legislation”). This document will be cited as the “Marijuana Compact Between the Confederated Tribes of the Chehalis Reservation and the State of Washington” (hereinafter referred to as the “Compact”).

II. PARTIES

The parties to this Compact are the Confederated Tribes of the Chehalis Reservation (“Tribe”) and the State of Washington (“State”) (collectively, “Parties”).

The Tribe is located on the Chehalis Reservation, which is in the state of Washington, and the Tribe is a federally recognized Indian tribe with a sovereign tribal government.

The State of Washington is a state within the United States of America, possessed of the full powers of a state government. The Washington State Liquor and Cannabis Board (“Board”) is an executive department of the State government with statutory authority with respect to marijuana under chapters 69.50 and 69.51A RCW. The Compacting legislation allows the Governor to enter into an agreement with any federally recognized Indian tribe located within the geographical boundaries of the State regarding marijuana and to delegate the power to negotiate such agreement to the Board.

III. PURPOSE AND INTENT

Historically, the production, possession, delivery, distribution and sale of marijuana have been illegal across the United States and in Indian Country. In 2012, Washington voters passed Initiative 502 (1-502) which sets forth a tightly regulated, state-licensed system allowing for the production, processing, and retail sale of marijuana, marijuana concentrates, useable marijuana, and marijuana-infused products for recreational purposes within the State of Washington.

Through State law and the Board’s implementing rules, the State has legalized possession of limited amounts of marijuana and the production, processing, and sale of marijuana by licensed businesses and has set forth a civil regulatory system that keeps marijuana production, processing, and sale in the State regulated and safe for the public and accomplishes the following priorities: preventing the distribution of marijuana to minors; preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; preventing the diversion of marijuana from states where it is legal under state law in some form to other states; preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; preventing violence and the use of firearms in the

cultivation and distribution of marijuana; preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; preventing the growing of marijuana on State public lands and the attendant public safety and environmental dangers posed by marijuana production on State public lands; and preventing marijuana possession or use on federal property.

After serious deliberation, the Tribe, as a sovereign nation, has also determined that present day circumstances make a complete ban of marijuana within Indian Country ineffective and unrealistic and has decriminalized its sale and possession in certain circumstances. At the same time, consistent with the priorities described above, the need still exists for strict regulation and control over the production, possession, delivery, distribution, sale, and use of marijuana in Indian Country.

The State and the Tribe have recognized the need for cooperation and collaboration with regard to marijuana in Indian Country. The State has authorized the entry of this Compact by the Compacting legislation, Laws of 2015, Chapter 207. Through Section 2 of this legislation, codified at RCW 43.06.490, the State authorized the Governor to enter into Compacts concerning the regulation of marijuana and to delegate the authority to negotiate the Compacts to the Board.

The Parties share a strong interest in ensuring that marijuana production, processing, and sales in Indian Country are well-regulated to protect public safety and community interests. The Parties acknowledge that pursuant to federal law, 21 U.S.C. § 812, marijuana is a Schedule I controlled substance and that this Compact does not protect the sales or regulation of marijuana in Indian Country from federal law; however, the Parties have entered into this Compact in order to strengthen their ability to meet their mutual interests and to provide a framework for cooperation to ensure a robust tribal and state regulatory and enforcement system.

The Parties agree that it is in the best interests of the Tribe and the State that they further implement the government-to-government relationship between them, as recognized in the Centennial Accord of August 4, 1989, by entering into a compact to protect public health and safety, ensure a lawful and well-regulated marijuana market, encourage economic development in Indian Country, and provide fiscal benefits to both the Tribe and the State.

IV. DEFINITIONS

A. “Auditor” means a certified public accountant licensed and in good standing in the State of Washington.

B. “Board” means the Washington State Liquor and Cannabis Board and its staff.

C. "Compact" means this Marijuana Compact between the Tribe and the State, as it may be amended.

D. "Indian Country," as defined by 18 USC §1151, means all lands located within the Chehalis Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members. For purposes of illustration only, the Tribe will provide to the Board, and when appropriate, update an electronic map of Indian Country in a form that is compatible with the Board's computer hardware and software.

E. "Marijuana," "marijuana concentrates," "marijuana-infused products," and "useable marijuana" as used in this Compact shall have the same meanings as in RCW 69.50.101 or any amendments thereto. Together, these terms shall be referred to as "marijuana product" or "marijuana products."

F. "Parties" means the Tribe and the State.

G. "Processor" means any marijuana processor licensed to process, package, and label useable marijuana, marijuana concentrates, and marijuana-infused products for sale at wholesale to processors and retailers by the Board pursuant to RCW 69.50.325 and any marijuana processor in Indian Country licensed or otherwise allowed by the Tribe or any other tribe with a marijuana compact with the Board.

H. "Producer" means any marijuana producer licensed to produce and sell marijuana at wholesale to processors and other producers by the Board pursuant to RCW 69.50.325 and any marijuana producer in Indian Country licensed or otherwise allowed by the Tribe or any other tribe with a marijuana compact with the Board.

I. "Retailer" means any marijuana retailer licensed to sell useable marijuana, marijuana concentrates, and marijuana-infused products in a retail outlet by the Board pursuant to RCW 69.50.325 and any marijuana retailer in Indian Country licensed or otherwise allowed by the Tribe or any other tribe with a marijuana compact with the Board.

J. "Research Facility" means any Tribal Enterprise that produces, processes and/or possesses marijuana for research purposes in a manner consistent with this Compact.

K. "State" means the State of Washington.

L. "State Licensee" means any marijuana producer, marijuana processor, or marijuana retailer licensed by the Board pursuant to chapter 69.50 RCW, chapter 314-55 WAC, or any other regulations promulgated thereunder.

- M. “State Tax” means the marijuana excise tax as stated in RCW 69.50.535 and the State and local sales and use tax on sales of marijuana as stated in chapters 82.08 and 82.12 RCW, all as may be amended from time to time.
- N. “Testing Lab” means any Tribal Enterprise that conducts testing of marijuana products for quality control, potency and safety compliance in a manner consistent with this Compact.
- O. “Tribal Police” means the Chehalis Police Department.
- P. “Tribal Law” means the Chehalis Tribal Code.
- Q. “Tribal Enterprise” means a business wholly or majority owned by the Tribe and authorized to sell, grow, process, test, research, transport or otherwise handle marijuana products.
- R. “Tribe” means the Confederated Tribes of the Chehalis Reservation.
- S. “Tribal Member Business” means a business owned by an enrolled member of the Tribe.
- T. “Tribal Tax” means a tax imposed by the Tribe on marijuana activities.

V. GENERAL MATTERS

- A. Sovereign Immunity. The Parties agree that, except for the limited purpose of resolving disputes in accordance with the Dispute Resolution Section below, the signing of this Compact by the Tribe does not imply a waiver of sovereign immunity by the Tribe or any of its subdivisions or Tribal Enterprises and is not intended as a waiver of sovereign immunity and that any action by the State in regard to marijuana regulation by the Tribe shall be in accord with this Compact.
- B. Tribe Does Not Submit to State Jurisdiction. By entering into this Compact, the Tribe does not concede that the laws of the State apply to the Tribe, its businesses, agents, or members regarding activities and conduct within Indian Country.
- C. State Does Not Concede Tribal Immunity. By entering into this Compact, the State does not concede that the Tribe has any immunity from State law.
- D. This Compact Does Not Create any Third-Party Beneficiaries. No third party shall have rights or obligations under or be considered a beneficiary of this Compact.
- E. Jurisdiction. This Compact does not increase or reduce the jurisdiction of either the Tribe or the State.

F. No Limitation. The Parties agree that the signing of this Compact and the resultant benefits and obligations shall not be construed as limiting any otherwise lawful activity of the Tribe or its subdivisions or Tribal Enterprises nor subject the Tribe or its subdivisions or Tribal Enterprises to any State jurisdiction not agreed to in this Compact.

G. Applicability. Consistent with RCW 43.06.490, this Compact applies to the production, processing, and sale of marijuana products in Indian Country where the Tribe or Tribal Enterprise (i) delivers or causes delivery to be made to or receives delivery of marijuana products from a State Licensee or (ii) physically transfers possession of marijuana products from the seller to the buyer within Indian Country. Except as otherwise provided herein, the production, processing, sale, and possession of marijuana products in Indian Country pursuant to the Chehalis Tribal Code and in accordance with this Compact are not subject to the terms of chapter 69.50 RCW and chapter 314-55 WAC, or any other regulations promulgated under that RCW Chapter, and any such activities will not be a criminal or civil offense under Washington state law.

H. State Licensees.

1. The Tribe may purchase marijuana products from or sell marijuana products to State Licensees or any other entity operating under a valid Compact authorized by the Compacting legislation, including any amendments thereto, with or otherwise authorized by the State. All transactions between the Tribe or Tribal Enterprise and State Licensees must be executed through the State traceability system, and marijuana products purchased from or sold to State Licensees must be fully compliant with all State marijuana laws and rules, including packaging, testing, and labeling.

2. The State will not cite, fine, or otherwise take any other adverse licensing or other action against any State Licensee for the mere fact that it bought or sold marijuana products from or to the Tribe or a Tribal Enterprise in accordance with the terms of this Compact and the Chehalis Tribal Code.

3. To the extent necessary, the State will work with the Tribe and with any State Licensees or otherwise authorized producers, processors, or retailers to assure such entities that the Tribe and Tribal Enterprises are legally authorized to purchase and sell marijuana products pursuant to the terms of this Compact.

I. Tribal Member Businesses. The current Tribal Law does not permit Tribal Member Businesses to conduct retail sales, producing, processing, research or testing of marijuana products in Indian Country. However, if the Tribal Law is revised to allow it, then the Tribal Member Business may not purchase from or sell to a State Licensee, or conduct research or

testing for transactions with a State Licensee, until such time as State law is amended to allow this activity and this Compact is amended to allow it.

- J. Buffer Zone Requirements. To maintain community safety in Indian Country, the Tribe shall adopt regulation(s) that establish buffer zone requirements equal to or more stringent than outlined in RCW 69.50.331(8), and any subsequent amendments thereto as may be modified by the Tribe consistent with subsections (b) through (d), and subject to interpretations of the grounds identified in subsection (a) that are within Indian Country all as codified in Tribal Law.

- K. References to Laws, Rules and Policies. References herein to Tribal ordinances, Tribal and State laws, and to Tribal, State, and Board rules and policies, include ordinances, laws, rules, and policies in existence as of the effective date of this Compact, together with any amendments that may be adopted during the term of the Compact. References herein to specific titles, chapters, or sections of the Tribal Code, the Revised Code of Washington, or the Washington Administrative Code, include the cited titles, chapters, and sections as they exist on the effective date of this Compact, together with any amendments or renumbering that may be adopted during the term of this Compact.

- L. Non-Tribal Partial Owners and Financiers. If the Tribe is not the sole owner of the Tribal Enterprise producing, processing, or selling marijuana products or receives financing from an organization outside of the Tribe, the non-tribal owner or financier is subject to a criminal history background check and financial investigation performed by both parties. The board will use the criteria in WAC 314-55-020; 314-55-040; and 314-55-045. "Owner" means a "true party of interest", as defined in WAC 314-55-035. For a non-tribal owner or financier to pass the criminal history background check and financial investigation, both parties must agree. If the non-tribal owner or financier does not pass the criminal history background check and financial investigation, either party may invoke the Dispute Resolution Process of this Compact.

VI. RETAIL SALES

- A. Retail Sales. The Tribe and/or its Tribal Enterprise may sell marijuana products in Indian Country pursuant to the Chehalis Tribal Code and this Compact.

- B. Initial Location. The retail locations will be operated by the Tribe and located at Exit 88 and Exit 99 of Interstate 5.

- C. Other sales by the Tribe or a Tribal Enterprise. The Tribe shall notify the State at least 30 days prior to the opening of any other Retailer owned by the Tribe or Tribal Enterprise.

Only new retail locations and not the location set forth in the Initial Location section above shall be subject to this Section. Such notifications shall include:

1. The identity of the entity which is operating the retail location;
2. Location of the premises; and
3. Certification that the premises is located in Indian Country.

D. Conditions on Retail Sales.

1. Retail sales of marijuana products by the Tribe and any Tribal Enterprise must be conducted in accordance with Chehalis Tribal Code and the internal policies and controls of the Tribe or Tribal Enterprise. Chehalis Tribal Code Chapter 9.50 as it exists on the date of this Compact is attached as Exhibit A. Current copies of Chehalis Tribal Code Chapter 9.50 and internal marijuana policies and controls of the Tribe and any Tribal Enterprise will be made available online or made available for review by the Board upon request. The Tribe agrees to notify the Board of any changes to the Chehalis Tribal Code that may affect marijuana products within ten days of the date of adoption by the Tribe.
2. All marijuana products purchased by the Tribe or a Tribal Enterprise from a State-licensed producer or processor will be verified upon delivery in Indian Country, and confirmation of receipt will be made by executing the delivery invoice. The Tribe or Tribal Enterprise will input or cause to be input all delivered purchases into the State's tracking system within 24 hours of receiving any such delivery.
3. All marijuana products purchased by the Tribe or a Tribal Enterprise from the tribal government, Tribal Enterprise, or member of another federally recognized Indian Tribe with a reservation located within the state of Washington, or sold by the Tribe or a Tribal Enterprise to a tribal government, Tribal Enterprise, or member of another federally recognized Indian Tribe with a reservation located within the state of Washington, will be recorded in either the Tribe's or the State's tracking system within 24 hours of any such receipt or delivery. The Tribe and any Tribal Enterprise will make such records available for review by the Board upon request.
4. Drive-through purchase facilities are prohibited. The Tribe agrees not to sell marijuana products at a drive-through purchase facility where marijuana products are sold at retail and dispensed through a window or door to a purchaser who is

either in or on a motor vehicle or otherwise located outside the retail premises at the time of sale.

VII. PRODUCING AND PROCESSING

- A. Producing and Processing of Marijuana Products. The Tribe may allow the production and processing of marijuana products in Indian Country pursuant to the following terms:
1. Producing and/or Processing Location. The Producing and/or Processing location will be operated by the Tribe and located at Grand Mound, WA off of Old Highway 99.
 2. Production and/or Processing by the Tribe or a Tribal Enterprise. The Tribe shall notify the State at least 90 days prior to the start of operations of any Producer or Processor owned by the Tribe or a Tribal Enterprise. Only new Producing and/or Processing locations and not the location set forth in the Producer and/or Processor Location section above shall be subject to this Section. Such notifications shall include:
 - a. The identity of the entity which is operating the Producer or Processor location;
 - b. Location of the premises; and
 - c. Certification from the Tribe that the premises are located in Indian Country; and
 - d. If the notification is regarding production operations, the amount of marijuana intended to be grown by the Tribe for informational purposes only in the interest of government to government relations with respect to the regulated marijuana market within Washington by the Tribe and the State.
 3. Conditions on Producers and Processors.
 - a. Production and processing of marijuana products by the Tribe and any Tribal Enterprise must be conducted in accordance with Chehalis Tribal Code Chapter 9.50 and the internal policies and controls of the Tribe or Tribal Enterprise: Chehalis Tribal Code Chapter 9.50 as it exists on the date of this Compact is attached as Exhibit A. Current copies of Chehalis Tribal Code Chapter 9.50 and any internal marijuana policies and controls of the Tribe and any Tribal Enterprise will be made available online or

made available for review by the Board upon request. The Tribe agrees to notify the Board of any changes to the Chehalis Tribal Code that may affect marijuana products within ten days of the date of adoption by the Tribe.

- b. All marijuana products sold by Producers or Processors to State Licensees must be packaged, tested, and labeled in compliance with State marijuana laws. With respect to "edibles" this must include State preapproval of the product, packaging, and labeling before sale to State Licensees; PROVIDED, that such preapproval shall not be unreasonably withheld and shall be timely provided. All transactions between the Tribe or Tribal Enterprises and State Licensees will be executed through the state traceability system following the same rules as State Licensees. All marijuana products sold to State Licensees will be fully traceable in the state's traceability system. Marijuana products will trace back to the plant(s) they were derived from and include results for all required quality assurance testing. All required test results must be entered into the traceability system by a State-certified testing laboratory.

VIII. RESEARCH FACILITIES

- A. The Tribe and/or its Tribal Enterprise may operate a Research Facility pursuant to the following terms:
 1. The Tribe shall notify the State at least 60 days prior to the start of operations of any Research Facility. Such notifications shall include:
 - a. The identity of the entity which is operating the Research Facility.
 - b. Location of the premises; and
 - c. Certification that the premises are located in Indian Country.
 2. The Research Facility may produce, process, and possess marijuana for the following research purposes:
 - a. Testing chemical potency and composition levels;
 - b. Conducting clinical investigations of marijuana-derived drug products;

- c. Conducting research on the efficacy and safety of administering marijuana products as part of medical treatment;
 - d. Conducting genomic or agricultural research; and
 - e. Any other purpose allowed under State and tribal law.
3. The Tribe and/or its Tribal Enterprise may sell or give away marijuana grown as part of its research to any researcher who holds a state marijuana research license. The Tribe and/or its Tribal Enterprise may purchase or otherwise receive donated marijuana from any researcher who holds a state marijuana research license or by a producer or processor who holds a state license. This provision does not authorize State Licensees to engage in activities not permissible under state law and rule. Any transfers between the Tribe and a State Licensee shall be accounted for in the state traceability system.
4. Notwithstanding the foregoing, any marijuana research conducted by the Tribe and/or a Tribal Enterprise that does not require the production, processing, or possession of marijuana products, is outside the scope of this Compact.
5. The Tribe shall comply with any other permitting, regulatory, or legal requirements that may exist with state or federal government entities outside the statutes that the Board administers.

IX. TESTING LABS

- A. Testing Lab. The Tribe and/or its Tribal Enterprises may operate a Testing Lab pursuant to the following terms:
1. The Tribe shall notify the State at least 60 days prior to the start of operations of any Testing Lab. Such notifications shall include:
 - a. The identity of the entity, which is operating the Testing Lab;
 - b. Location of the premises; and
 - c. Certification that the premises are located in Indian Country.
 2. Accreditation. The Tribe will obtain and maintain accreditation consistent with State rules including any amendments thereto, from the State or the State's vendor before conducting testing for State Licensees, and will conduct no testing for State Licensees during any period in which the Testing Lab is not accredited. The Tribe must pay all vendor fees for accreditation, reaccreditation, and ongoing monitoring directly to the

vendor. The Tribe agrees that the Tribe's Testing Lab will meet the State's accreditation criteria to be certified as a lab that meets the standards in state law for conducting quality assurance testing consistent with State rules and will report all test results directly into the Board's traceability system consistent with State law.

3. Testing Standards. The Testing Lab will perform the tests described in the State rules when conducting testing for State Licensees.

4. Standards. The Tribe will conduct operations of the Testing Lab in a manner consistent with Section III of this Compact.

5. The Tribe's Testing Lab may conduct quality assurance testing on marijuana product(s) produced or processed by the Tribe or Tribal Enterprise, as provided for herein.

a. In accordance with WAC 314-55-102(2), for marijuana products produced by the Tribe or Tribal Enterprise for sale to a State Licensee, the Tribe shall ensure that the products are tested by an accredited third-party testing lab in which the Tribe has no financial interest, and that the products comply with all legal and regulatory testing and product requirements. At its option, the Tribe's Testing Lab may also test such products, but no label or statement of testing results shall appear on a marijuana product that differs from the results determined by the accredited third-party testing lab in which the Tribe has no financial interest.

b. The Tribe's Testing Lab may perform the tests described in the State rules when conducting testing of marijuana products produced by the Tribe or Tribal Enterprise for sale by the Tribe or Tribal Enterprise at a retail location within Indian Country.

X. NOTICE TO LOCAL JURISDICTIONS

A. The Parties agree that it is in the best interests of both Parties that notice be provided to neighboring jurisdictions prior to the commencement of operations of a Producer, Processor, Retailer, Research Facility or Testing Lab.

1. When the Tribe or any other Tribal enterprise proposes to open a new Producer, Processor, Retailer, Research Facility or Testing Lab the Tribe will provide, at least 30 days prior to the commencement of operations, written notice to the county or to the incorporated cities in which the activity will occur. The Parties agree that the purpose of the notice is to facilitate an exchange of information that

may be helpful to all parties concerned in addressing unanticipated impacts with the understanding that such notice related to Indian country is a matter of intergovernmental courtesy and not required by state law.

2. In accordance with the direction of the Legislature in RCW 43.06.490(3)(c) and RCW 69.50.331 to address problems arising out of cross-border commerce, when any business that is not owned by the Tribe applies to the Board for a Producer, Processor, Retailer or Research and Testing Facility license for a location in Indian Country, the Board agrees that such license will not be granted without the Board first obtaining express written consent of the Tribe. The Tribe agrees to respond to the express written consent request within 20 days of notification from the Board. The express written consent request shall be delivered to each of the Tribe's contacts consistent with section XIV C. Notice. Notwithstanding the foregoing, if the Tribe does not respond within 30 days, the Board shall deem this to be non-consent and no such license shall be issued.

XI. TAXATION AND RECORD KEEPING

The Parties recognize that RCW 43.06.490(2)(a) provides that “Each marijuana agreement adopted under this section must provide for a tribal marijuana tax that is at least one hundred percent of the state marijuana excise tax imposed under RCW 69.50.535 and state and local sales and use taxes on sales of marijuana.” The Parties further recognize that Sections 3, 4, and 5 of the Compacting legislation, codified at RCW 69.50.555, 82.08.9997, and 82.12.9997, provide exemptions from certain state taxes under the circumstances described in those sections.

- A. State Tax. Pursuant to RCW 69.50.555 no State Tax or fee, assessment, or other charge imposed by RCW 69.50 may be assessed against or collected from the Tribe, Tribal Enterprise, or retail customer purchasing from the Tribe or Tribal Enterprises if covered under the provisions of this Compact.
- B. Tribal Tax. The Tribe shall impose and maintain a Tribal Tax that is equal to at least 100 percent of the State Tax on all sales of marijuana products in Indian Country, except that, consistent with RCW 43.06.490(2), the tribe may allow an exemption from tax for sales to the Tribe, Tribal Enterprise, Tribal Member Business, or an enrolled member of the Tribe on marijuana grown, produced, or processed within Indian Country, or for transactions otherwise exempt from state marijuana taxation under state or federal law. Medical marijuana products used in the course of medical treatment by a clinic, hospital, or similar facility owned and operated by the Tribe within Indian Country are exempted from tax. The Tribe may choose to levy a Tribal Tax on any transaction that may otherwise be exempt.

- C. At the State's request, the Tribe will retain, at its own expense, an Independent Auditor to test the Tribe's compliance with this Taxation and Record Keeping Section of the Compact. The Auditor will review a sample of records to verify the requirements of this section and will provide the State with a report detailing the results of the testing procedures, to include identification of any instances of noncompliance with the terms of this section.

XII. SAFETY AND ENFORCEMENT

- A. The Tribe shall address safety and enforcement issues in accordance with the Chehalis Tribal Code, this Compact, and internal policies and controls of the Tribe or Tribal Enterprise.
1. Premises Checks.
 - a. Premise Checks by the Tribe. The Tribal Police or other authorized Tribal agency may conduct its own premises checks in Indian Country to observe compliance with Tribal Code and this Compact and to provide support and education to Tribal Enterprises and staff. To the extent it is informed of the results of such premises checks, the Tribe will share the results of the premises checks with the Board.
 - b. Premise Checks by the Board. The Board, through its staff, may also conduct premises checks on operations in Indian Country. Prior to conducting any such check, the Board shall contact the Tribal Police to provide reasonable notice of such premises check. Except as provided in the Cooperation section below, the Tribal Police may observe and participate in all premises checks. The Board will share the results of such premises checks with the Tribe.
 2. Compliance Checks – Minors.
 - a. Compliance Checks by the Tribe. The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Tribal Police or another authorized Tribal agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such compliance checks, the Tribe will provide the results of the compliance checks to the Board. No criminal action may be taken against any minor who purchases marijuana as part of such a compliance check.

- b. Compliance Checks by the Board. Board staff may also conduct compliance checks. Prior to conducting any such check, the Board will contact the Tribal Police to provide reasonable notice of such compliance check. Except as provided in the Cooperation Section below, the Tribal Police may observe and participate in all compliance checks. The Board will share the results of such compliance checks with the Tribe.
3. Cooperation. Both Parties will cooperate in good faith to undertake all Board requested premises and compliance checks jointly. The Tribal Police will make reasonable efforts to arrange and conduct all Board requested premises and compliance checks within 24 hours of being provided notice of such request by the Board. All such notices shall be given, via email, to the Chief of Police, and if requested by the Tribe, the Chairman of the Tribe. The Tribe will provide the relevant email addresses to the Board. If the relevant email addresses change, the Tribe will provide the new email addresses to the Board. If the Tribal Police are unable or unwilling to arrange and conduct a requested premises or compliance check 48 hours after receiving the original notice, the Board may then perform the premises or compliance check on its own without the Tribal Police. The locations to be checked will not be notified in advance of the check by either Party. Should either Party have any concerns arising out of a premises or compliance check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols for the premises and compliance checks themselves or for marijuana sales by the Tribe or Tribal Enterprise that were checked.
4. Transportation Outside Indian Country. Transportation of marijuana products outside the boundaries of Indian Country shall be conducted in compliance with state law and Board rules.

XIII. DISPUTE RESOLUTION

- A. Process Required. Neither Party, nor any officer or official acting on behalf of a Party, may petition any court to enforce this Compact unless (a) the dispute resolution process described in this Dispute Resolution Section has been followed in good faith to completion without successful resolution or (b) the other Party fails to enter into the dispute resolution process. Should a dispute arise between the Parties regarding compliance with this Compact by either Party, the Parties will attempt to resolve the dispute through the following dispute resolution process:

- B. Notice. Either Party may invoke the dispute resolution process by notifying the other, in writing, of its intent to do so. The notice must set out the issues in dispute and the notifying Party's position on each issue.
- C. Meet and Confer. The first stage of the process will include a face-to-face meeting between representatives of the two Parties to attempt to resolve the dispute by negotiation. The meeting must be convened within 30 days after the receiving Party's receipt of the written notice described in the Notice Section above. The representatives of each Party will come to the meeting with authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the Parties.
- D. Mediation. The second stage of the process will be that if the Parties are unable to resolve the dispute within 60 days after receipt of the initial written notice, the Parties will engage the services of a mutually agreed-upon qualified mediator to assist them in attempting to negotiate the dispute. Costs for the mediator will be divided equally by the Parties. The Parties will pursue the mediation process in good faith until the dispute is resolved or until an additional 90 days after the commencement of mediation, whichever occurs first. The Parties may continue mediation after the 90-day period by mutual agreement. If the Parties cannot agree on a format for the mediation process, the format will be determined by the mediator. If the dispute is resolved, the resolution will be memorialized by the mediator in a writing signed by the Parties, which will bind the Parties.
- E. Procedure if the Dispute Remains Unresolved. After completion of the process described in the Dispute Resolution, Process Required Section above, or not less than 180 days after the written notice described in Dispute Resolution, Notice Section above, whichever occurs first, either Party may terminate this Compact upon 30 days' written notice sent to the persons listed in the Communication and Notice, Designated Contacts Section. Notwithstanding the foregoing, if the Party which has not given Notice of termination accepts the terms of the other Party's last offer in mediation, then the Compact shall not be terminated.
- F. Defense of This Compact. In any action filed by a third party challenging either the Tribe's or the State's authority to enter into or enforce this Compact, the Parties each agree to support the Compact and defend each of their authority to enter into and implement this Compact; provided, however, that this provision does not waive, and shall not be construed as a waiver of, the sovereign immunity of the Tribe or any of its subdivisions or Tribal Enterprises.

- G. Traceability. Should either Party have any concerns arising out of operation of the traceability system or the results thereof, the Parties will meet in good faith to discuss any issues. If parties fail to come to a resolution, either Party may invoke the Dispute Resolution Process of this Compact.

XIV. COMMUNICATION AND NOTICE

- A. Designated Contacts. The Parties agree to maintain regular and open communication regarding the administration and implementation of this Compact. The Parties agree that the following individuals will be designated primary contacts regarding administration of this Compact:

For the State:

Agency Director
Liquor and Cannabis Board
PO Box 43080
Olympia WA 98504-3080
360-664-1650

For the Tribe:

Chehalis Tribal Chairman
420 Howanut Road
Oakville, WA 98568
360-273-5911

Lead Counsel
Chehalis Tribe
420 Howanut Road
Oakville, WA 98568

- B. The Parties agree that if either Party believes that the goals and objectives of this Compact are not being met, that they will meet promptly to discuss any issues and concerns.
- C. Notice. Any notice that may be or is required to be sent under this Compact shall be sent as follows:

If to the State:

Office of the Governor
PO Box 40002
Olympia WA 98504 0002

With a copy to:

Agency Director
Liquor and Cannabis Board
PO Box 43080
Olympia WA 98504 3080
360-664-1650

If to the Tribe:

Chairman
Chehalis Indian Tribe
420 Howanut Road
Oakville, WA 98568

With a copy to:

Office of the Tribal Attorney
Lead Counsel
420 Howanut Road
Oakville, WA 98568
360-273-5911

XV. EFFECT, DURATION, AND AMENDMENT

- A. Term. This Compact shall remain in effect for a term of ten years unless the Parties mutually agree in writing that the Compact should be vacated or terminated and superseded by a new compact between the Parties within that time frame, or unless the Compact is terminated pursuant to the Dispute Resolution Provision above. Unless terminated through the Dispute Resolution Provisions above, the Compact shall be automatically renewed for successive periods of ten years.
- B. Amendment. No amendment or alteration of this Compact shall arise by implication or course of conduct. This Compact may be altered or amended only by a subsequent written document, executed by the Parties.
- C. Severability. If any provision of this Compact or its application to any person or circumstance is held invalid, the remainder of the Compact shall not be affected.
- D. Change in Classification. If the classification of marijuana as a Schedule I drug is altered in any way or federal marijuana enforcement policy changes, the Parties agree to meet

and discuss the need to modify this Compact. If such modifications cannot be agreed upon, then either Party may terminate this Compact upon 60 days written notice.

E. Renegotiation. The parties may renegotiate the nature and/or scope of this Compact upon the written notice and request by either party if and when:

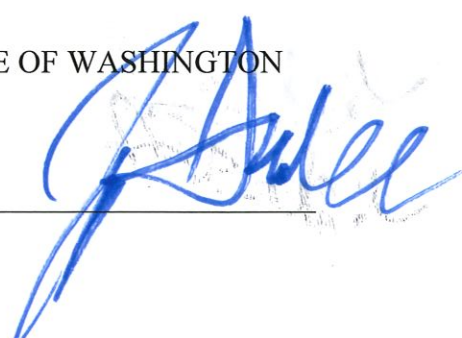
1. Laws in the State governing marijuana are enacted allowing activities that are now prohibited, or prohibiting activities which are now allowed; or
2. The Tribe wishes to engage in forms of marijuana-related businesses other than those authorized in this Compact.

F. Most Favored Nation Provision In Another Compact. If, at any time after the effective date of this Compact, the State enters into an agreement, compact, or consent decree with any other federally recognized Indian tribe or governmental agency thereof, relating to the regulation of marijuana in Indian country which includes a “most favored nation” provision, then, upon the Tribe’s written request, this Compact will be amended to include such provision. A “most favored nation” provision is defined as language by which the State agrees to accord a tribe or tribal government agency the same favorable terms that are offered in later agreements with any other tribe or tribal government agency. This will not be construed to require that the State offer the Tribe the option to receive the same terms offered to every tribe or tribal government agency, in the absence of a most favored nation provision in the Compact. Notwithstanding the foregoing, the parties agree that this “most favored nation” provision does not apply to Article XI, Section A of this Compact.

This Compact is hereby entered into this 1st day of December, 2020.

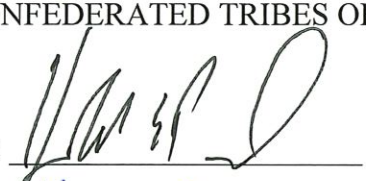
STATE OF WASHINGTON

By: _____



CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

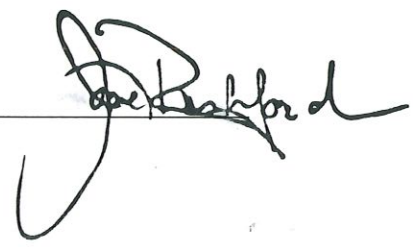
By: _____



HARRY PICKERNELL, SR., CHAIRMAN

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

By: _____



By: _____



By: _____



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TITLE 9. COMMERCE

Chapter 9.50

COMMERCIAL MARIJUANA ORDINANCE

Sections:

9.50.010 Title.

9.50.020 Definitions.

9.50.030 Findings.

9.50.040 Establishment and Delegation.

9.50.050 Negotiations with the State.

9.50.060 Tribal Marijuana Tax.

9.50.070 Producing and Processing of

Marijuana Products.

9.50.080 Purchase and Sale of Marijuana

Products.

9.50.090 Retail Sales of Marijuana Products.

9.50.100 Licensing and Background

Investigations.

9.50.110 Indemnity.

9.50.120 Medical Marijuana.

9.50.130 Compliance and Enforcement.

9.50.010. Title. This chapter shall be known as the “Chehalis Tribe’s Commercial Marijuana Ordinance.”

9.50.020. Definitions. As used in this chapter, the following words and phrases each have the designated meaning unless a different meaning is expressly provided or context clearly indicated.

(a) “Authorization” has the same meaning as in RCW 69.51A.010.

(b) “Commercial Marijuana Activity” means all planting, growing, producing, cultivating, processing, and selling marijuana, marijuana concentrates, marijuana infused products, and useable marijuana in Indian Country in accordance with this Ordinance.

(c) “Compact” means an agreement between the Tribe and the State or the LCB regarding marijuana.

(d) “Designated provider” has the same meaning as in RCW 69.51A.010.

(e) “Essential government services” means services provided by the Tribe including, but not limited to, administration, public facilities, fire, public safety, health, education, elder care, social services, sewer, water, environmental and land use, transportation, utility services, community development, and economic development.

(f) “Indian Country” means the lands of the Tribe as defined by 18 U.S.C. § 1151, including, without limitation, all lands over which the Tribe exercises jurisdiction, including without limitation the Chehalis Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members.

(g) “LCB” means the Washington State Liquor Control Board or Washington State Liquor and Cannabis Board.

(h) “Marijuana,” “marijuana concentrates,” “marijuana-infused products,” and “useable marijuana” have the same meanings as in RCW 69.50.101 or any amendments thereto. Together, such terms are known as “marijuana products.”

(i) “Medical marijuana authorization database” has the same meaning as in RCW 69.51A.010.

(j) “CTE” means Chehalis Tribal Enterprises,

(k) “Qualifying patient” has the same meaning as in RCW 69.51A.010.

(l) "Recognition card" has the same meaning as in RCW 69.51A.010.

(m) "LLC" means a wholly owned limited liability company of CTE formed under the laws of the Chehalis Tribe.

(n) "State" means the State of Washington.

(o) "State licensee" means any entity licensed by the LCB pursuant to RCW 69.50 or WAC 314-55, as amended.

(p) "State tax" means the marijuana excise tax as stated in RCW 69.50.535 and the state and local sales and use tax on sales of marijuana as stated in RCW 82.08 and RCW 82.12, all as may be amended from time to time.

(q) "CTC" means the Chehalis Tribal Code.

(r) "Business Committee" means the Chehalis Business Committee, the governing body of the Tribe

(s) "Tribal member" means an enrolled member of the Chehalis Tribe.

(t) "Tribe" means the Confederated Tribes of the Chehalis Reservation.

(u) "Marijuana Regulatory Commission" means the body designated by the Business Committee to regulate the activities, individuals and entities authorized under this Ordinance.

9.50.030 Findings.

(a) Historically, the production, possession, delivery, distribution, and sale of marijuana have been illegal across the United States and in Indian Country. In 2012, the voters of Washington State passed Initiative 502 ("I-502") which sets forth a system allowing for Commercial Marijuana Activity

(b) While the federal controlled Substances Act continues to designate marijuana as a Schedule I substance, on August 29, 2013, the United States Department of Justice issued a memorandum to all United States Attorneys setting forth guidance regarding marijuana enforcement. In that memo, James M. Cole, Deputy Attorney General, set forth eight enforcement priorities of particular importance to the federal government, including: preventing the distribution of marijuana to minors; preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; preventing the diversion of marijuana from states where it is legal under state law in some form to other states; preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; preventing violence and the use of firearms in the cultivation and distribution of marijuana; preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and preventing marijuana possession or use on federal property. The memo goes on to indicate that the focus of federal law enforcement resources and efforts will be on those persons whose conduct interferes with the stated priorities and that state and local governments should provide sufficiently robust regulatory and enforcement systems to protect against these harms.

(c) On October 28, 2014, the United States Department of Justice issued another memorandum to all United States Attorneys providing a policy statement regarding

marijuana issues in Indian Country. In that memo, Monty Wilkinson, Director, acknowledged that “[t]he eight priorities in the Cole Memorandum will guide United States Attorneys’ marijuana enforcement efforts in Indian Country, including in the event that sovereign Indian Nations seek to legalize the cultivation or use of marijuana in Indian Country.” That memo effectively treats tribal governments the same as state governments in the decision to legalize marijuana.

(i) Subsequently the above Letter and Memorandum were withdrawn, but after due consultation with the US Attorney for the Western District of Washington at Seattle, the Tribe has determined that moving forward with this Ordinance and Authorization falls within the sovereign authority of the Tribe.

(d) After serious deliberation, the Tribe has determined that present day circumstances—including the state’s legalization of marijuana—make a complete ban of marijuana within Indian Country ineffective and unrealistic.

(e) The Tribe also finds that, particularly considering the Commercial Marijuana Activity occurring throughout the state, raising funds through the sale of marijuana in Indian Country is a useful economic development tool.

(f) The Tribe therefore enacts this chapter in an effort to strictly regulate and control the production, distribution, sale, and use of marijuana in Indian Country, consistent with the Tribe’s responsibility to further the health, safety, and general welfare of the Tribe and its visitors to Indian Country.

9.50.040. Establishment and Delegation.

The Business Committee does hereby delegate the sole authority to locate, manage, and operate with respect to all Commercial Marijuana Activity on behalf of the Tribe to CTE and / or its LLC’s, subject to oversight by the Business Committee and the Marijuana Regulatory Commission of the Tribe (“Commission”).

(a) If, as and when the Compact, as described below, allows and the Business Committee reviews and approves, then the Business Committee may authorize individual tribal members to locate, manage and operate Commercial Marijuana Activity on the Original Chehalis Reservation, subject to such conditions and regulations as the Business Committee and / or the Commission shall adopt.

(b) The Commission shall consist of three members. One member shall be an elected official of the Business Committee and the other two members shall be appointed by the Business Committee. The Business Committee member of the Commission shall be the Chairman of the Commission with full authority to vote on matters of the Commission and regulations under this Ordinance.

(c) The Term of the Business Committee member of the Commission shall be co-extensive with the term that individual serves on the Business Committee. The term of the other two members of the Commission shall be two (2) years.

(d) The Commission shall develop regulations subject to the approval of the Business Committee.

(e) The Commission shall report to the Business Committee not less than quarterly.

9.50.050. Negotiations with the State.

The Business Committee or its designees shall negotiate a compact with the state for all Commercial Marijuana Activity within Indian Country.

9.50.060. Tribal Marijuana Tax.

(a) There is a Tribal Marijuana Tax equal to one hundred percent (100%) of the state tax then in effect levied on all Commercial Marijuana Activity (“Tribal Marijuana Tax”).

(b) The Tribal Marijuana Tax must be remitted to the Tribe on a quarterly basis.

(i) Failure to timely remit the Tribal Marijuana Tax may result in the revocation of the right to engage in Commercial Marijuana Activities.

(c) The Tribe will use the proceeds of such tax for Essential Government Services, including but not limited to land acquisition.

(d) No other tax besides the Tribal Marijuana Tax may be imposed on Commercial Marijuana Activity unless determined by the Business Committee.

(e) The Tribe may allow an exemption from the Tribal Marijuana Tax in the following circumstances:

(1) for sales on marijuana grown, produced, or processed by the Tribe, CTE, or tribal members within Indian Country for sales to the Tribe, CTE, or tribal members that occur in Indian Country;

(2) Intentionally left blank

(3) for activities that would otherwise be exempt under state or federal law; and

(4) for medical marijuana products used in the course of medical treatments by a clinic,

hospital, or similar facility owned and operated by the Tribe within its Indian Country.

(f) The Business Committee has the authority to determine which exemptions may be implemented

9.50.070. Producing and Processing of Marijuana Products.

(a) Buffers. No producing or processing of marijuana products may occur within one thousand (1,000) feet of a school or playground or tribal housing.

(b) Minors. No persons under twenty-one (21) years of age may enter or be employed at a producing or processing facility.

(c) Producing. Production facilities may be located indoors or outdoors, provided that they are fully secure, have physical barriers, and meet safety and security protocols as outlined more specifically by CTE policy and the Tribe’s zoning requirements.

(d) Processing. All processing facilities must meet the same standards as would be required for food handling under Indian Health Services requirement

(e) Testing. Before sale to any retailer, marijuana products must be tested by a tribally or state-accredited lab that follows quality assurance testing protocols at least as restrictive as state law.

(f) Packaging and Labeling. All marijuana products must be packaged and labeled in accordance with CTE and / or Business Committee policy. Packaging and labeling designed to be especially appealing to children are prohibited. All marijuana-infused products meant to be eaten, swallowed, or inhaled must be packaged in child proof packaging.

(g) Sales to State Licensees. All marijuana products sold by CTE to a state licensee must meet the testing, packaging, and labeling requirements otherwise required under state law. Such sales must be input into the state's traceability system.

(h) Conditions of sale. CTE will develop policies and procedures governing records to be maintained, security requirements, maximum quantities on premises, transport and delivery, and other matters related to the production and processing of marijuana products. CTE will provide such policies and procedures to the Business Committee upon request and at least annually.

(i) Enforcement of the provisions of this 9.50.070 shall be the responsibility of the Commission

(j) CTE and / or any individual tribal member authorized by the Business Committee shall provide reports concerning compliance with the terms of this Ordinance to the Commission under 9.50.070 (i).

(k) Notwithstanding anything herein to the contrary, all entities and / or individuals authorized to either be a producer / processor and / or a retailer under this Ordinance shall obtain and maintain a license from the Tribe for each function it / he/ she / they perform under the terms of this Ordinance.

9.50.080. Purchase and Sale of Marijuana Products.

(a) CTE may purchase marijuana products only from (1) other compacted tribes or (2) state licensees.

1) if any individual tribal members are authorized to engage in Commercial Marijuana Activity, such individual(s) shall

be subject to all of the requirements that apply to CTE and be monitored and regulated as set forth in this Ordinance.

2) Any individual tribal member authorized to engage in Commercial Marijuana Activity shall only engage in such activity on individual trust land within the exterior boundaries of original / Oakville portion of the Reservation.

3) Notwithstanding anything herein to the contrary, there shall be not more than one individual tribal member Commercial Marijuana Activity located on the Thurston County side of the original / Oakville Reservation and one individual tribal member Commercial Marijuana Activity located on the Grays Harbor County side of the original / Oakville Reservation.

(b) All marijuana products purchased from state licensees will be inputted into the state's tracking system within twenty-four (24) hours of delivery

9.50.090. Retail Sales of Marijuana Products.

(a) Buffers. No retail locations may be located within one thousand (1,000) feet of a school or playground or tribal housing.

(b) Minors. No persons under twenty-one (21) years of age may enter or be employed at a retail facility, except that a qualifying patient between eighteen (18) and twenty-one (21) years of age may enter a retail facility if (1) the qualifying patient enters the retail facility for the purpose of having his or her authorization entered into the medical marijuana authorization database or (2) the qualifying patient has already been entered into the medical marijuana authorization database and holds a valid

recognition card and seeks to purchase products for his or her personal medical use.

(1) Acceptable identification for proof of age includes: driver's license, ID card, or instruction permit issued by any U.S. state or Canadian province; Washington temporary driver's license; tribal enrollment card; passport from any nation; U.S. military ID; or Merchant Marine card issued by U.S. Coast Guard.

(2) The Tribe may conduct its own compliance checks in Indian Country using minors' ages eighteen (18), nineteen (19), or twenty (20) through the Chehalis Tribal Police Department or other authorized agency in accordance with tribal regulations and policies. No criminal action may be taken against any minor who purchases marijuana as part of such a compliance check.

(c) Advertising. Any advertising located outside of Indian Country must comply with RCW 69.50 and WAC 314-55.

(d) Maximum sales.

(1) No retail location may sell more than three (3) ounces of useable marijuana, forty-eight (48) ounces of marijuana-infused product in solid form, two hundred sixteen (216) ounces of marijuana-infused product in liquid form, or twenty-one (21) grams of marijuana concentrate to a qualifying patient or designated provider who has been entered into the medical marijuana authorization database and holds a valid recognition card pursuant to and in compliance with state law, and who is eighteen (18) years of age or older.

(e) Conditions of sale. CTE must develop policies and procedures governing records to be maintained, security requirements,

advertising, maximum quantities on premises, transport and delivery, and other matters related to retail sales. CTE will provide such policies and procedures to the Business Committee upon request and at least annually.

(f) All retail operations must be on trust land.

9.50.100. Licensing and Background Investigations.

(a) CTE shall be licensed and any LLC established by CTE under the Tribe's Limited Liability Ordinance shall be licensed as well.

(b) Tribal Member Businesses. No such licenses for any purpose will be issued at this time.

(c) Employees of CTE. Only the manager, as that term is defined in the Ordinance, who will "exercise control" over CTE's marijuana activities will be required to undergo a background investigation before he or she is employed by CTE for the purposes of Commercial Marijuana Activity. No such manager may have been convicted of, or entered a plea of guilty or

no contest to, any of the following criminal offenses:

(1) Any felony in the preceding ten (10) years; and

(2) Any crime involving dishonesty within the preceding ten (10) years, including, not exclusively: fraud; forgery; possession of a forgery device; theft; counterfeiting; embezzlement; making a false representation; obstruction of justice; intent to defraud; bribery; mail fraud; perjury; willful tax evasion; attempt, aiding and

abetting, being an accessory, and/or conspiracy

9.50.110. Indemnity.

(a) The Tribe indemnifies any Business Committee member, board member, manager, or employee of the Tribe, CTE or LLC made party to a proceeding because of their role in Commercial Marijuana Activity against personal liability incurred in a proceeding if:

- (1) The individual acted in his or her official capacity;
- (2) The individual acted in good faith;
- (3) The individual believed his or her conduct was in the best interests of the Tribe; and
- (4) The individual acted in accordance with the laws, regulations, and policies of the Tribe, the Commission, the Business Committee, and/or CTE.

(b) "Proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal related to the production, processing, or sale of marijuana.

(c) "Liability" means the obligation to pay a judgment, settlement, penalty, or fine, or reasonable expenses incurred with respect to a proceeding.

9.50.120. Medical Marijuana.

(a) CTE is hereby authorized to produce, process, and sell marijuana for medical use to qualifying patients and designated providers in accordance with the provisions of this chapter.

(b) The Business Committee shall negotiate an agreement with the Washington State Department of Health related to the entry of data into and use of the medical marijuana authorization database.

(c) CTE is hereby authorized to accept valid authorizations and enter the data of qualifying patients and designated providers into the medical marijuana authorization database.

(1) The medical marijuana authorization database is only to be accessed by CTE employees with proper training in accordance with CTE policies and procedures. CTE must provide such policies and procedures to the Business Committee upon request and at least annually.

(2) The medical marijuana authorization database may also be accessed by Chehalis Tribal Police engaged in a bona fide specific investigation of a suspected marijuana-related activity that may be illegal under tribal or state law to confirm the validity of the recognition card of a qualifying patient or designated provider.

(3) Contents of the medical marijuana authorization database are considered confidential and may not be reviewed or disclosed except as otherwise stated herein. Penalties for improper disclosure of information from the medical marijuana authorization database shall be set forth in Business Committee approved policies.

9.50.130. Compliance. The Chehalis Tribal Police will conduct compliance checks consistent with the checklist authorized by the Business Committee and / or the Commission. In the event of a finding of non-compliance, the Chehalis Tribal Police will document the event on the checklist and

submit the same to the Business Committee for review and a determination of action, if any.