

Marijuana Compact

Between

Jamestown S'Klallam Tribe

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 Jamestown S’Klallam Tribe and the State of Washington, hereinafter referred to as the “Compact.”

II. PARTIES

The Parties to this Compact are the Jamestown S’Klallam Tribe (“Tribe”) and the State of Washington (“State”) (collectively, “Parties”).

The Tribe’s Indian Country is located on the Olympic Peninsula in the State of Washington. The Tribe is a federally-recognized sovereign Indian 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 of marijuana under chapters 69.50 and 69.51A RCW. RCW 43.06.490 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 (“I-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 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.

After serious deliberation, the Tribe, as a sovereign nation, has 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, enacted by the 2015 Regular Session of the Legislature, 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 these 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 Jamestown S’Klallam Tribe and the State of Washington, as it may be amended.
- D. “Indian Country,” as defined by 18 U.S.C. § 1151, means all lands within the Tribe’s Indian Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members.
- 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 licensed 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. “Research Facility” means any Tribal Enterprise that produces, processes and/or possesses marijuana for research purposes in a manner consistent with this Compact.
- J. “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.

- K. "State" means the State of Washington.
- L. "State Licensee" means any entity 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 Code" means the Jamestown S'Klallam Tribal Code.
- P. "Tribal Enterprise" means a business owned in whole or in part by the Tribe or its Economic Development Authority and authorized to produce, process, sell, test, or research marijuana products under the Tribal Code.
- Q. "Tribal Member Business" means a business owned by an enrolled member of the Tribe.
- R. "Tribal Police" means the Tribe's police department or a police department with which the Tribe contracts for regulatory compliance of marijuana.
- S. "Tribal Tax" means a tax imposed by the Tribe on marijuana activities.
- T. "Tribe" means the Jamestown S'Klallam Tribe.

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 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 the 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 enterprises nor subject the Tribe of its subdivisions or 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 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, sell, or otherwise provide or receive marijuana products from or to any State Licensee acting in accordance with its license and State law and rule 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 labelling.

2. The State will not cite, fine, or otherwise take any other adverse licensing or other action against any State Licensee, provided that the State Licensee acted in accordance with its license type and State law and rule, for the mere fact that it transacted with the Tribe or a Tribal Enterprise in accordance with the terms of this Compact and the Tribal Code.
 3. To the extent necessary, the State will work with the Tribe and with any State Licensee to assure such State Licensee that the Tribe and Tribal Enterprises are legally authorized to transact in marijuana products pursuant to the terms of this Compact with any State Licensee acting in accordance with its license type and State law and rule.
- I. Tribal Member Businesses. The current Tribal Code 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 Code is revised to allow such activities, 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 this Compact is amended to allow it.
- J. Buffer Zone Requirements. To maintain community safety, tribal marijuana producer, processor, and retail businesses in Indian Country must follow buffer zone requirements outlined in RCW 60.50.331(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 Code.
- 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.

VI. RETAIL SALES

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

does not permit Tribal Member Businesses to conduct retail sales of marijuana products in Indian Country without a State license.

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

C. Conditions on Retail Sales.

1. Retail sales of marijuana products by the Tribe and any Tribal Enterprise must be conducted in accordance with the Tribal Code and the internal policies and controls of the Tribe or Tribal Enterprise. A current copy of Tribal Code Title 34 is available online. Current copies of the Tribe's marijuana internal policies and/or controls will be made available for review by the Board upon request. The Tribe agrees to notify the Board of any changes to the 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 traceability 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 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 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.

VII. PRODUCING AND PROCESSING

- A. Producing and Processing of Marijuana Products. The Tribe and/or its Tribal Enterprise may produce and/or process marijuana products in Indian Country pursuant to the Tribal Code and this Compact. This Compact does not permit Tribal Member Businesses to produce or process marijuana products in Indian Country without a State license.
1. Production and/or Processing by the Tribe or a Tribal Enterprise. The Tribe shall notify the State at least 30 days prior to the start of operations of any Producer or Processor owned by the Tribe or a Tribal Enterprise. Such notifications shall include:
 - a. The identity of the entity which is operating the Producer or Processor location;
 - b. Location of the premises;
 - c. Certification that the premises are located in Indian Country; and
 - d. The amount of marijuana the Tribe intends to grow expressed in square feet if the notice is for Producer operations.
 2. 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 the Tribal Code and the internal policies and controls of the Tribe or Tribal Enterprise. A current copy of Tribal Code Title 34 is available online. Current copies of any internal marijuana policies and controls of the Tribe and any Tribal Enterprise will be made available for review by the Board upon request. The Tribe agrees to notify the Board of any changes to the Tribal Code that may affect marijuana products within ten days of the date of adoption by the Tribe.
 - b. The State requires that marijuana products sold by Producers or Processors to State Licensees 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 Board-certified testing laboratory.

VIII. RESEARCH FACILITY

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 notification 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 or 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 such transfers between the Tribe and a State Licensee shall be accounted for in the State traceability system.

- B. 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.
- C. Nothing in this Compact provides authorization for other permitting, regulatory, or legal requirements that may exist with local, state, or federal government entities outside the statutes that the Board administers.

IX. TESTING LAB

- A. The Tribe and/or its Tribal Enterprise 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 notification 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.
- B. Certification. The Tribe will obtain and maintain certification consistent with Board rules including any amendments thereto, from the Board or the Board'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 certified. The Tribe must pay all vendor fees for certification, recertification, and ongoing monitoring directly to the vendor. The Tribe agrees that the Tribe's Testing Lab will meet the Board's certification criteria to be certified as a lab that meets the standards in State law for conducting quality assurance testing consistent with Board rules and will report all test results directly into the Board's traceability system consistent with State law.
- C. Testing Standards. The Testing Lab will perform the tests described in the Board rules when conducting testing for State Licensees.
- D. Standards. The Tribe will conduct operations of the Testing Lab in a manner consistent with Section III of this Compact.

- E. 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.
1. In accordance with WAC 314-55-102, 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 a certified 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 marijuana product that differs from the results determined by the certified third-party testing lab in which the Tribe has no financial interest.
 2. The Tribe's Testing Lab may perform the tests described in the Board 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 and to the cities in and adjacent to 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 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) to address problems arising out of cross-border commerce, when any business that is not a Tribal business applies to the Board for any marijuana-related license for a location in Indian Country, the Board agrees that such license will not be granted without the person or business 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 the Notice section below. If the Tribe does not respond within 30 days, the Board will assume that the Tribe does not consent to the license.

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 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 Chapter 69.50 RCW 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.

1. Sales of marijuana products. 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. Audits. At the State's request, the Tribe will retain, at its own expense, an 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 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 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 conduct premises checks. Prior to conducting any such check, the Board will contact the Tribal Police to provide reasonable notice of such premises check. Except as provided in the Cooperation section below, 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 other authorized agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such checks, the Tribe will provide the results of the 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 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 compliance checks within 24 hours of being provided written notice of such request by the Board. All such written notices shall be sent to the Tribal Police and the Chairman of the Tribe. However, if the Tribal Police are unable or unwilling to arrange and conduct such requested compliance check 48 hours after receiving the original written notice, the Board may then perform the compliance check on its own without the Tribal Police. Should either Party have any concerns arising out of a compliance check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols for the compliance checks themselves or for marijuana sales by the Tribe or Tribal Enterprise that were checked.
4. Transportation Outside Indian Country. Transportation and delivery 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. 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 sixty (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 ninety (90) days after the date of the mediation demand, 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. Non-Binding Arbitration. If a Party terminates the mediation process before completion, or if the mediator determines that the dispute cannot be resolved in the mediation process, or if the dispute is not resolved within one hundred and twenty (120) days after the date the mediator is selected, either Party may initiate non-binding arbitration proceedings with either JAMS or JDR or with another arbitrator agreed upon by the Parties in an attempt to resolve the dispute. The Parties shall present their respective cases to the arbitrator, and the arbitrator shall issue a decision and may recommend a course of action that is not binding on either Party. The arbitrator shall confine his or her inquiry to whether a breach of this Compact has occurred. The arbitrator shall have no authority to award monetary damages, but may issue a non-binding declaratory decision. Each Party will bear its own legal costs incurred under this section. All costs of the arbitrator will be shared equally.
- F. Procedure if the Dispute Remains Unresolved. After completion of the process described above or one hundred and eighty (180) days after the written notice described in Dispute Resolution, Notice section above, whichever occurs later, either Party may terminate this Compact upon thirty (30) days written notice sent to the persons listed in the Communication and Notice, Designated Contacts section.
- G. 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 enterprises.

- H. 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
3000 Pacific Ave SE
PO Box 43080
Olympia WA 98504 3080
360-664-1650

For the Tribe:

Chairman
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy
Sequim, WA 98382
Email: rallen@jamestowntribe.org
Phone: (360) 681-4621

With a copies to:

Executive Director
Tribal Economic Development Authority
257 Business Park Loop
Sequim, WA 98382
Email: kjohnson@jamestowntribe.org
Phone: (360) 775-5159

And

Christine Masse
Legal Counsel to the Tribe
Miller Nash Graham & Dunn LLP
2801 Alaskan Way, Suite 300
Seattle, WA 98121
E-mail: christine.masse@millernash.com
Phone: 206-624-8300

- 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
3000 Pacific Ave SE
PO Box 43080
Olympia WA 98504 3080
360-664-1650

If to the Tribe: Chairman
Jamestown S'Klallam Tribe
1033 Old Blyn Hwy
Sequim, WA 98382
Email: rallen@jamestowntribe.org
Phone: (360) 681-4621

With a copy to:

Executive Director
Tribal Economic Development Authority
257 Business Park Loop
Sequim, WA 98382
Email: kjohnson@jamestowntribe.org
Phone: (360) 775-5159

And

Christine Masse
Legal Counsel to the Tribe
Miller Nash Graham & Dunn LLP
2801 Alaskan Way, Suite 300
Seattle, WA 98121
E-mail: christine.masse@millernash.com
Phone: 206-624-8300

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, Procedure if the Dispute Remains Unresolved section above or the Change in Classification section below. The Compact shall be automatically renewed for successive periods of ten years, unless a Party provides written notice to the other, no later than 120 days before the expiration of the then current ten-year period, that it wishes to modify the terms of the Compact, or notice that declines to renew the Compact.
- B. Amendment. No amendment or alteration of this Compact shall arise by implication or course of conduct. This Compact may be altered only by a subsequent written document, approved by the Parties, expressly stating the Parties' intention to amend this Compact.
- 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. 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, or of 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. The parties recognize that terms regarding taxation may fall within the scope of this paragraph. However, notwithstanding any other provision in this section, should it be determined that a Tribe is entitled to a refund or payment of any State tax, fee, assessment or other charge imposed on a Tribe's marijuana product sold off the Tribe's reservation, then the parties agree that such more favorable terms shall be added to this Compact under this provision upon the Tribe's written request to the Board.
- F. 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 which are now prohibited, or prohibiting activities that are now allowed;
 2. The Tribe wishes to engage in forms of marijuana-related businesses other than those authorized in this Compact; or
 3. Federal laws governing marijuana change.

XVI. DEPARTMENT OF HEALTH APPENDIX

Pursuant to RCW 43.06.490, the parties hereby add, as Appendix A, the "Memorandum of Agreement between the Jamestown S'Klallam Tribe and the Washington State Department of Health Concerning Medical Marijuana." Appendix A is added in the form attached hereto and is hereby incorporated by reference. Appendix A represents a standalone agreement and shall apply strictly and solely according to its terms to describe the relationship between the Department of Health and the Tribe with respect to access and use of the medical marijuana authorization database.

This Compact is hereby made this 31st day of October, 2018.

STATE OF WASHINGTON



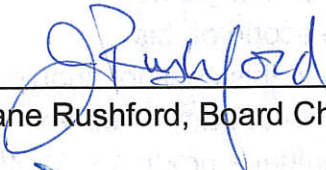
Jay Inslee, Governor

JAMESTOWN S'KLALLAM TRIBE



W. Ron Allen, Chairman

WASHINGTON STATE LIQUOR AND
CANNABIS BOARD



Jane Rushford, Board Chair



Ollie Garrett, Board Member



Russell Hauge, Board Member



Rick Garza, Agency Director

Chapter 34.10

Test Lab

Sections:

Section 34.10.01 Testing Lab Authorized; Certification Requirements

Section 34.10.02 Required Tests; Reporting Requirements

Section 34.10.03 Tests for Tribally Produced or Processed Marijuana Products

Section 34.10.01 Testing Lab Authorized; Certification Requirements

The Tribe and/or its Tribal enterprise may operate a testing lab provided the testing lab obtains and maintains certification consistent with State law and Board rules including any amendments thereto.

Section 34.10.02 Required Tests; Reporting Requirements

When conducting quality assurance testing of marijuana products for State licensees, the testing lab will perform, at a minimum, the tests described in the Board rules and report the test results for State licensees directly into the Board's traceability system.

Section 34.10.03 Tests for Tribally Produced or Processed Marijuana Products

When conducting quality assurance testing of marijuana products produced or processed by the Tribe or Tribal enterprise, as provided for herein:

- A. 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 a certified 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.
- B. For marijuana products produced by the Tribe or Tribal enterprise for retail sale by the Tribe or Tribal enterprise, or by another tribe, tribal enterprise, or tribal citizen operating pursuant to a marijuana compact with the State, the testing lab may perform the tests described in the Board rules.

Chapter 34.09 Research

Sections:

Section 34.09.01 Research Authorized

Section 34.09.02 Scientific Reviewer Requirement

Section 34.09.03 Limitations on Marijuana Research Materials

Section 34.09.04 Additional Requirements

Section 34.09.01 Research Authorized

The Tribe and/or a Tribal enterprise may operate a research facility that 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 law.

Section 34.09.02 Scientific Reviewer Requirement

Research conducted by the research facility pursuant to this Chapter may not proceed without approval by a scientific reviewer.

Section 34.09.03 Limitations on Marijuana Research Materials

Marijuana plants or marijuana grown as part of research may be given away to another federally recognized tribe or tribal enterprise located within the State that is conducting marijuana research or to any researcher who holds a State marijuana research license; however, no marijuana grown as part of research shall be comingled with any other marijuana possessed by the Tribe or Tribal enterprise for commercial purposes or given or sold to any State licensee that does not possess a marijuana research license.

Section 34.09.04 Additional Requirements

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 must meet the requirements of the Compact, this Title, and the Tribe's policies and procedures.

Chapter 34.08
Licensing

Sections:

Section 34.08.01 Entity License Not Required

Section 34.08.02 Employee License Not Required

Section 34.08.03 Background Check Requirement

Section 34.08.01 Entity License Not Required

Any Tribal enterprise engaged in commercial marijuana activity will be established by a corporate charter and does not need a license; however, the Tribe may revoke any Tribal enterprise charter if it fails to meet its obligations under this Title and under the Compact.

Section 34.08.02 Employee License Not Required

Employees of a Tribal enterprise engaged in commercial marijuana activity need not be licensed.

Section 34.08.03 Background Check Requirement

The manager of any Tribal enterprise engaged in commercial marijuana activity must undergo a background check prior to employment.

features comparable to those implemented by the Department of Licensing for Washington driver's licenses.

Section 34.07.04 Transaction Limits

- A. A single transaction is limited to one ounce of useable marijuana, sixteen ounces of marijuana-infused product meant to be eaten or swallowed in solid form, seven grams of marijuana-infused extract or marijuana concentrate for inhalation, and seventy-two ounces of marijuana-infused product in liquid form meant to be eaten or swallowed.
- B. A single transaction to a qualifying patient or designated provider who is entered into the medical marijuana database is limited to three ounces of useable marijuana, forty-eight ounces of marijuana-infused product meant to be eaten or swallowed in solid form, twenty-one grams of marijuana-infused extract or marijuana concentrate for inhalation, and two hundred sixteen ounces of marijuana-infused product in liquid form meant to be eaten or swallowed.

Section 34.07.05 Postings

The retail store shall post all notices and warning in accordance with the Compact, this Title, and Tribal policies and procedures.

Section 34.07.06 Samples

No free samples of marijuana products may be provided to customers. Samples may be provided to employees in accordance with the Compact, this Title, and Tribal policies and procedures.

Section 34.07.07 Intoxicated persons

No marijuana products may be sold to persons who appear to be intoxicated.

Section 34.07.08 Consumption

No marijuana products may be consumed on the retail premises.

Section 34.07.09 Storage and inventory

All marijuana products must be stored in such a way to protect from theft and in accordance with the Compact, this Title, and Tribal policies and procedures. In any event, no more than four months' inventory may be kept on site.

Section 34.07.10 Waste disposal

All unsold products will be returned to the entity from which they were purchased or disposed of in accordance with the Compact, this Title, and the Tribe's policies and procedures.

Section 34.07.11 Traceability

All marijuana products delivered from a producer or processor licensed by the State will be input into the State's traceability system within 24 hours of receipt. All marijuana products purchased from a producer or processor operated by another tribe, tribal enterprise, or tribal citizen will be recorded in either the Tribe's or the State's tracking system within 24 hours of delivery.

Chapter 34.07 Retail Sales

Sections:

Section 34.07.01 Retail Sales Authorized

Section 34.07.02 Hours of Retail Sales

Section 34.07.03 Restrictions on Minors

Section 34.07.04 Transaction Limits

Section 34.07.05 Postings

Section 34.07.06 Samples

Section 34.07.07 Intoxicated persons

Section 34.07.08 Consumption

Section 34.07.09 Storage and inventory

Section 34.07.10 Waste disposal

Section 34.07.11 Traceability

Section 34.07.01 Retail Sales Authorized

The Tribe or Tribal enterprise may sell at retail marijuana products processed by a processor.

Section 34.07.02 Hours of Retail Sales

Hours will be set by the manager of the Tribe or Tribal enterprise's retail operations.

Section 34.07.03 Restrictions on Minors

- A. No person under the age of 21 years may enter the retail store or purchase any marijuana product, except that a qualified patient with a recognition card (1) who is at least 18 years of age may enter the retail store and purchase marijuana products for personal medical use or (2) who is under the age of 18 years and is accompanied by their designated provider may enter the retail store, but may not purchase products for their personal medical use.
- B. The forms of identification that are acceptable to verify a person's age for the purpose of purchasing marijuana must not be expired and must include only the following:
1. Driver's license, instruction permit, or identification card of any state, or province of Canada, from a U.S. territory or the District of Columbia, or "Identicard" issued by the Washington state Department of Licensing per RCW 46.20.117;
 2. United States armed forces identification card issued to active duty, reserve, and retired personnel and the personnel's dependents, which may include an embedded, digital signature in lieu of a visible signature;
 3. Passport;
 4. Merchant Marine identification card issued by the United States Coast Guard;
and
 5. Enrollment card issued by the governing authority of a federally recognized Indian tribe located in Washington, if the enrollment card incorporates security

the Tribe's policies and procedures. Samples provided to a State licensee must also comply with all applicable State laws and regulations regarding sampling.

Section 34.06.06 Storage and inventory

All marijuana will be stored in a way to minimize theft and in accordance with the Compact, this Title, and Tribal policies and procedures. In any event, for each category of marijuana product, no more than six (6) months of average inventory shall be kept on site.

Section 34.06.07 Waste disposal

All waste must be disposed of in a way that renders the marijuana unusable and in accordance with the Compact, this Title, and Tribal policies and procedures.

Section 34.06.08 Traceability

Any transaction between the Tribe or Tribal enterprises and a State licensee will be executed through the State traceability system following the same rules as apply to State licensees. All marijuana products sold to any State licensee will be fully traceable in the State's traceability system. Such 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 State's traceability system by a Board-certified testing lab.

Chapter 34.06
Production and Processing

Sections:

Section 34.06.01 Procurement, Production and Processing for Wholesale and Retail Sales

Section 34.06.02 Production and Sale of Plants, Seeds and Tissue

Section 34.06.03 Quality Standards; Packaging, Labeling; Product Preapproval

Section 34.06.04 Restrictions on Minors

Section 34.06.05 Samples

Section 34.06.06 Storage and Inventory

Section 34.06.07 Waste Disposal

Section 34.06.08 Traceability

Section 34.06.01 Procurement, Production and Processing for Wholesale and Retail Sales

The Tribe or a Tribal enterprise may procure from another producer or processor and/or produce, harvest, trim, dry, cure, process, package, and/or label marijuana in accordance with this Title:

- A. To be provided for sale at a retail by the Tribe or a Tribal enterprise;
- B. To be sold to another tribe with a marijuana compact; or
- C. To be sold to a State licensee in accordance with its license type.

Section 34.06.02 Production and Sale of Plants, Seeds and Tissue

The Tribe or a Tribal enterprise may also produce and sell:

- A. Marijuana plants, seed, and plant tissue culture to a producer; and
- B. Marijuana plants to members of a registered cooperative under the conditions provided in WAC 314-55-410.

Section 34.06.03 Quality Standards; Packaging, Labeling; Product Preapproval

- A. Any marijuana produced and/or processed by the Tribe or a Tribal enterprise must be produced and processed in a safe and secure manner and meet all quality assurance testing requirements in accordance with the Compact, this Title, and the Tribe's policies and procedures. Marijuana products must also be packaged and labeled in such a way as to not be especially appealing to children, and for edibles, must be packaged in child-proof packaging.
- B. In addition, any marijuana to be sold to a State licensee shall also comply with all applicable State laws and regulations regarding quality assurance testing, packaging, and labeling, and for marijuana "edibles," State preapproval of the product, packaging, and labeling prior to sale to the State licensee is required.

Section 34.06.04 Restriction on Minors

No person under the age of 21 years may be present at any production or processing facility owned by the Tribe or a Tribal enterprise.

Section 34.06.05 Samples

No marijuana samples may be received from any producer or processor or given to another producer, processor, retailer, or employee except in accordance with the Compact, this Title, and

Chapter 34.05
Buffer Restrictions

Sections:

Section 34.05.01 Buffer Restrictions – Class A

Section 34.05.02 Buffer Restrictions – Class B

Section 34.05.03 Buffer Measurement

Section 34.05.01 Buffer Restrictions – Class A

Class A Buffer: No commercial marijuana activity may occur within one thousand (1,000) feet of the perimeter of the grounds of any of the following entities, whether they are located within or outside of Indian country:

- A. Elementary or secondary school; or
- B. Playground.

Section 34.05.02 Buffer Restrictions – Class B

Class B Buffer: No commercial marijuana activity may occur within one hundred (100) feet of the perimeter of the grounds of any of the following entities, whether they are located within or outside of Indian country:

- A. Recreation center or facility;
- B. Child care center;
- C. Public park;
- D. Public transit center;
- E. Library; or
- F. Any game arcade, where admission is not restricted to persons age twenty-one or older.

Section 34.05.03 Buffer Measurement

Buffer Measurement. The buffer distance shall be measured as the shortest straight-line distance from the property line of the proposed location for a facility for the commercial marijuana activity to the property line of the entities listed in Sections 34.05.01 and 34.05.02, above.

Chapter 34.04
Taxes

Sections:

Section 34.04.01 Taxes

Section 34.04.02 Tax Records

Section 34.04.01 Taxes

- A. There shall be a Tribal tax equal to at least 100 percent (100%) of the State tax that is in effect, at any given time, levied on all commercial marijuana activity.
- B. The Tribal tax shall be remitted to the Tribe on a quarterly basis.
- C. The Tribe will use the proceeds of such tax for essential government services.
- D. The Tribe may, in its discretion, allow an exemption from the Tribal tax in the following circumstances:
 - 1. For sales to the Tribe, Tribal enterprises, or Tribal citizens that occur in Indian country;
 - 2. For sales of marijuana grown, produced, or processed within Indian country;
 - 3. For activities that would otherwise be exempt from State tax 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.

Section 34.04.02 Tax Records

Records. Appropriate tax records shall be maintained so, if the need arises, an auditor can verify that the above requirements have been met.

Chapter 34.03 Findings

Sections:

Section 34.03.01 Findings

Section 34.03.01 Findings

Historically, starting in 1937, 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 ("I-502") which sets forth a 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. The State has further refined the laws which, along with the rules of the Board, attempt to accomplish 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 where it is not; 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.

In moving marijuana from a criminal framework to a civil/regulatory framework, the State no longer has jurisdiction over marijuana cultivation and sale in Indian country. At the same time, if the Tribe were to continue to criminalize marijuana, the Tribe would have a disparity between Tribal citizens and non-citizens, with little if any assistance from the State with criminal prosecution of non-citizens. In consideration of this jurisdictional gap, and after serious deliberation, the Tribe, as a sovereign nation, has 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, as set out in this Title. 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.

As such, and in furtherance of the collaborative approach pursued in its marijuana compact, the Tribe adopts the following statutory code provisions to provide a robust foundation for its regulatory program that protects the priorities described above.

- L. "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.
- M. "Qualifying patient" has the same meaning as in RCW 69.51A.010.
- N. "Recognition card" has the same meaning as in RCW 69.51A.010.
- O. "Research facility" means any business that produces, processes and/or possesses marijuana for research purposes in a manner consistent with Tribal law.
- P. "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.
- Q. "State" means the State of Washington.
- R. "State licensee" means any entity licensed by the Board pursuant to chapter 69.50 RCW, chapter 314-55 WAC, or any other regulations promulgated thereunder.
- S. "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.
- T. "Testing lab" means any business that conducts testing of marijuana products for quality control, potency, and safety compliance for medical and other uses.
- U. "Tribal code" means the Jamestown S'Klallam Tribal Code.
- V. "Tribal enterprise" means a business owned in whole or in part by the Tribe or its Economic Development Authority that is authorized to produce, process, sell, test, or conduct research on marijuana products under the Tribal code.
- W. "Tribal citizen" means an enrolled citizen of the Tribe.
- X. "Tribal police" means the Tribe's police department or another entity with which the Tribe contracts for statutory and regulatory compliance of marijuana.
- Y. "Tribal tax" means a tax imposed by the Tribe on marijuana activities.
- Z. "Tribe" means the Jamestown S'Klallam Tribe.

Chapter 34.02
Definitions

Sections:

Section 34.02.01 Definitions

Section 34.02.01 Definitions

Unless a different meaning is clearly indicated herein, the terms used herein shall have the same meaning as defined under RCW 69.50 and RCW 69.51A. Nothing herein is intended to grant the State of Washington authority beyond what it possesses under applicable law.

- A. "Auditor" means a certified public accountant licensed and in good standing in the State of Washington.
- B. "Authorization" has the same meaning as in RCW 69.51A.010.
- C. "Board" means the Washington State Liquor and Cannabis Board and its staff.
- D. "Commercial marijuana activity" means all planting, growing, producing, cultivating, processing, selling, testing, and conducting research of marijuana products in Indian country in accordance with Tribal laws.
- E. "Compact" means the Marijuana Compact Between the Jamestown S'Klallam Tribe and the State of Washington, as it may be amended.
- F. "Designated provider" has the same meaning as in RCW 69.51A.010.
- G. "Essential government services" means services provided by the Tribe including, but not limited to, administration, public facilities, fire, police, health, education, elder care, social services, sewer, water, environmental and land use, transportation, utility services, community development, and economic development.
- H. "Indian country," as defined by 18 U.S.C. § 1151, means all lands within the Tribe's Indian Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal citizens.
- I. "Marijuana," marijuana concentrates, "marijuana-infused products," and "useable marijuana" as used in this Title and the 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."
- J. "Medical marijuana authorization database" has the same meaning as in RCW 69.51A.010.
- K. "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.

**Chapter 34.01
General Provisions**

Sections:

Section 34.01.01 Title

Section 34.01.01 Title

This Title shall be known as the Jamestown S'Klallam Commercial Marijuana Activity Code.

**JAMESTOWN S'KLALLAM TRIBE
TRIBAL CODE
TITLE 34 - COMMERCIAL MARIJUANA ACTIVITY**

Chapters:

Chapter 34.01 General Provisions

Chapter 34.02 Definitions

Chapter 34.03 Findings

Chapter 34.04 Taxes

Chapter 34.05 Buffer Restrictions

Chapter 34.06 Production and Processing

Chapter 34.07 Retail Sales

Chapter 34.08 Licensing

Chapter 34.09 Research

Chapter 34.10 Test Lab

Chapter 34.11 Safety and Security

Chapter 34.12 Advertising and Signage

Chapter 34.13 Medical Marijuana

Chapter 34.14 Compliance and Enforcement

Chapter 34.15 Insurance

Chapter 34.16 Indemnity

Chapter 34.17 Tribal Sovereign Immunity and Jurisdiction Preserved

Chapter 34.18 Codification and Amendments

Chapter 34.11
Safety and Security

Sections:

Sections 34.11.01 Alarm System Requirements

Sections 34.11.02 Cameras and Surveillance System Requirements

Sections 34.11.03 Employee Identification Requirements

Sections 34.11.04 Transport of Product

Sections 34.11.01 Alarm System Requirements

A security alarm system must be maintained on all perimeter entry points and perimeter windows. The security alarm system shall comply with the Compact, this Title, and Tribal policies and procedures.

Sections 34.11.02 Cameras and Surveillance System Requirements

Cameras must cover the entire premises, including all points of ingress and egress. The camera and surveillance system, including how long the information must be maintained, shall comply with the Compact, this Title, and Tribal policies and procedures.

Sections 34.11.03 Employee Identification Requirements; Logging Requirements

- A. All employees on the premises or engaged in the transportation of marijuana products shall hold and display an identification badge, including name and photograph.
- B. All nonemployee visitors, other than retail store customers, shall be required to hold and properly display an identification badge at all times while on the premises.
- C. A log must be kept and maintained showing the full name of each noncustomer visitor entering the premises, badge number issued, the time of arrival, time of departure, and the purpose of the visit.

Sections 34.11.04 Transport of Product

All transportation of product to or from a State licensee shall comply with State transportation laws. All other transportation of product shall comply with the Compact, this Title, and Tribal policies and procedures.

Chapter 34.12
Advertising and Signage

Sections:

Sections 34.12.01 Restrictions on Content in Signage and Advertising

Sections 34.12.02 Buffer Restrictions on Signage and Advertising

Sections 34.12.03 Additional Restrictions on Signage and Advertising

Sections 34.12.01 Restrictions on Content in Signage and Advertising

The Tribe or Tribal enterprise may display signage or engage in advertising within Indian country, provided that it does not contain any statement or illustration that:

- A. Is false or misleading;
- B. Promotes overconsumption; or
- C. Is designed in any manner that would be especially appealing to children or persons under 21 years of age.

Sections 34.12.02 Buffer Restrictions on Signage and Advertising

No signage or advertising may violate the buffer requirements contained in Chapter 34.05 of this Title.

Sections 34.12.03 Additional Restrictions on Signage and Advertising

Any signage or advertising located outside of Indian country must comply with RCW 69.50 and WAC 314-55.

Chapter 34.13 Medical Marijuana

Sections:

Section 34.13.01 Compliant Medical Marijuana Products Authorized

Section 34.13.02 Recognition Cards

Section 34.13.03 Access to Medical Marijuana Authorization Database

Section 34.13.04 Confidentiality and Nondisclosure

Section 34.13.01 Compliant Medical Marijuana Products Authorized

Compliant products. The Tribe or Tribal enterprise may produce, process, and/or sell marijuana for medical use, as follows:

- A. Produced or processed. Any marijuana products produced and processed by the Tribe or Tribal enterprise for sale to a State licensee as a compliant marijuana product must meet the requirements of WAC 246-70.
- B. Sold at retail. Any marijuana products sold by the Tribe or Tribal enterprise at retail as a compliant product must meet the requirements of WAC 246-70.

Section 34.13.02 Recognition Cards

At a retail outlet, the Tribe or Tribal enterprise may accept valid authorizations, enter data into the medical marijuana authorization database, and issue recognition cards to qualifying patients and designated providers consistent with the Tribe's Compact, this Title, and Tribal policies and procedures. All recognition cards will meet the requirements of WAC 246-71-040(3).

Section 34.13.03 Access to Medical Marijuana Authorization Database

- A. All employees of the retail outlet will have access to the medical marijuana authorization database sufficient to electronically verify whether a recognition card is valid.
- B. Only employees of the retail outlet with the proper training and certification as a medical consultant under WAC 246-72 will have access to the medical marijuana authorization database necessary to enter new qualifying patients and designated providers into the database and issue a recognition card or to enter information to obtain a renewed or replacement recognition card.
- C. Notwithstanding the foregoing, tribal police or prosecutorial officials will have access to the database consistent with RCW 69.51A.230(1)(d).

Section 34.13.04 Confidentiality and Nondisclosure

- A. No records from the medical marijuana authorization database shall be disclosed, other than as permitted herein.
- B. Any person who knowingly or intentionally accesses or discloses information from the medical marijuana authorization database other than as permitted in this Chapter shall be subject to the penalty as stated in RCW 69.51A.240(2).

Chapter 34.14
Compliance and Enforcement

Sections:

Section 34.14.01 Premise and Compliance Checks Authorized

Section 34.14.02 Use of Minors for Premise and Compliance Checks

Section 34.14.01 Premise and Compliance Checks Authorized

The Tribal police may conduct premises and compliance checks of any commercial marijuana activity to observe compliance with the Compact, this Title, and Tribal policies and procedures and to provide support and education to Tribal enterprises and staff to ensure any problems are corrected. For any serious or ongoing non-compliance issues that arise, results will be reported to Tribal Council.

Section 34.14.02 Use of Minors for Premise and Compliance Checks

Notwithstanding the prohibition on minors contained in this Title, the Tribal police may use minors 18, 19, or 20 years of age to conduct any minor compliance checks. No criminal action may be taken against any minor who purchases marijuana as part of such a compliance check.

Chapter 34.15 Insurance

Sections:

Section 34.15.01 Insurance Requirements – General

Section 34.15.02 Coverages

Section 34.15 Insurance Requirements - General

Marijuana licensees shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the consumer should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the marijuana licensees. Marijuana licensees shall furnish evidence in the form of a certificate of insurance satisfactory to the WSLCB that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, may result in license cancellation.

Section 34.15.02 Coverages

- A. Commercial general liability insurance: The licensee shall at all times carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of licensed activities. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the licensee or its officers, agents, representatives, assigns, or servants. The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the licensee's premises/operations, products, and personal injury. The limits of liability insurance shall not be less than one million dollars.
- B. Insurance carrier rating: The insurance required in subsection A. of this section shall be issued by an insurance company authorized to do business within the state of Washington. Insurance is to be placed with a carrier that has a rating of A - Class VII or better in the most recently published edition of Best's Reports. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapters 48.15 RCW and 284-15 WAC.
- C. Additional insured. The Tribe and its employees, agents, and volunteers shall be named as an additional insured on all general liability, umbrella, and excess insurance policies. All policies shall be primary over any other valid and collectable insurance.

Chapter 34.16
Indemnity

Sections:

Section 34.16.01 Indemnified Parties; Limitations

Section 34.16.02 Definitions

Section 34.16.01 Indemnified Parties; Limitations

The Tribe indemnifies any Tribal Council member, Economic Development Authority member or employee, manager, or employee of the Tribe or Tribal enterprise made party to any proceeding because of their role in commercial marijuana activity against personal liability incurred in a proceeding if:

- A. The individual acted in their official capacity;
- B. The individual acted in good faith;
- C. The individual believed their conduct was in the best interests of the Tribe; and
- D. The individual acted in accordance with this Title, the Compact, and Tribal policies and procedures.

Section 34.16.02 Definitions

- A. Proceeding means any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative related to commercial marijuana activity.
- B. Liability means the obligation to pay a judgment, settlement, penalty, or fine, or reasonable expenses, including legal expenses, incurred with respect to a proceeding.

Chapter 34.17
Tribal Sovereign Immunity and Jurisdiction Preserved

Sections:

Section 34.17.01 Tribal Sovereign Immunity and Jurisdiction Preserved

Section 34.17.01 Tribal Sovereign Immunity and Jurisdiction Preserved

Nothing in this Title shall be construed as a waiver of the sovereign immunity of the Tribe, the Tribal Council, or of any committee, entity, or corporation acting under the authority of the Tribe or the Tribal Council. Nothing in this Title shall be construed as a grant of jurisdiction to the United States or to a State, local or other tribal government.

Chapter 34.18
Codification and Amendments

Sections:

Section 34.04.01 Codification

Section 34.04.02 Amendments

Section 34.04.01 Codification

Title 34 was first approved and adopted by Council Resolution #14-18 on March 28, 2018.

Section 34.04.02 Amendments

(Reserved)

MEMORANDUM OF AGREEMENT
BETWEEN
THE JAMESTOWN S'KLALLAM TRIBE,
AND
THE WASHINGTON STATE DEPARTMENT OF HEALTH
CONCERNING MEDICAL MARIJUANA

1. Government-to-Government Relations.

The Jamestown S'Klallam Tribe (the "Tribe") and the State of Washington, of which the Department of Health (the "Department") is an agency, are sovereign governments. The Tribe and the Department agree to the terms and conditions within this Memorandum of Agreement ("MOA") for the purposes of furthering the government-to-government relationship acknowledged in the Centennial Accord and Chapter 43.376 RCW and providing safe and regulated access to medical use of marijuana for qualifying patients.

Nothing in this MOA shall be construed as a waiver of sovereign immunity.

2. Definitions.

"Authorization" shall have the same meaning as in RCW 69.51A.010(1), as amended.

"Department" means the Washington State Department of Health.

"Designated Provider" shall have the same meaning as in RCW 69.51A.010(4), as amended.

"Marijuana" shall have the same meaning as in RC 69.50.101(v), as amended.

"Marijuana Compact" or "Compact" means the agreement entered into pursuant to RCW 43.06.490, between the Tribe and the State, as may be amended from time to time.

"Medical Marijuana Authorization Database" or "Database" means the secure and confidential database established in RCW 69.51A.230, as amended.

"Medical Marijuana Consultant" or "Consultant" means a person holding a valid medical marijuana consultant certificate issued by the secretary of the Washington State Department of Health or the secretary's designee, as provided in Chapter 246-72 WAC, as amended.

"Medical use of Marijuana" shall have the same meaning as in RCW 69.51A.010(16), as amended.

"Parties" means the parties to this MOA, including the Washington State Department of Health and the Jamestown S'Klallam Tribe.

"Qualifying Patient" shall have the same meaning as in RCW 69.51A.010(19), as amended.

"Recognition Card" shall have the same meaning as in RCW 69.51A.010(20), as amended.

"State" means the State of Washington.

"Tribe" means the Jamestown S'Klallam Tribe.

"Tribe's Cannabis Retail Outlet" means any marijuana retail store owned and operated by the Tribe or a Tribal Enterprise as defined in the Compact.

3. Statement of Work.

a. Programs Receiving and Providing Information for Database.

- i. When a Qualifying Patient or Designated Provider presents an Authorization at the Tribe's Cannabis Retail Outlet, the Tribe's Cannabis Retail Outlet will access and enter the Authorization into the Department administered Medical Marijuana Authorization Database.
- ii. Tribe's Cannabis Retail Outlet will issue Recognition Cards to Qualifying Patients and Designated Providers to the extent consistent with Tribal law. Such Recognition Cards may include the Tribal name and/or logo, at the discretion of the Tribe, so long as placement of the Tribal name and/or logo does not cover or obscure any other information on the Recognition Card.
- iii. Tribe's Cannabis Retail Outlet will issue Recognition Cards solely to those persons in possession of a valid Authorization under RCW 69.51A.030(3).
- iv. Tribe's Cannabis Retail Outlet will verify the age of every Qualified Patient and Designated Provider by inspecting the Qualified Patient's or Designated Provider's photographic identification. In the event of an inexact match of names on the identification and the Authorization, Tribe's Cannabis Retail Outlet will ensure that the Qualifying Patient or Designated Provider named on the Authorization form is the same person presenting the Authorization for entry into the Database.
- v. Tribe's Cannabis Retail Outlet will check the Database to ensure that a Designated Provider is not currently associated with a different Qualifying Patient before associating the Designated Provider with a new Qualifying Patient in the Database. If a Designated Provider is still associated with a

different Qualifying Patient, Tribe's Cannabis Retail Outlet will not enter the Designated Provider into the Database as associated with the new Qualifying Patient.

- vi. Tribe's Cannabis Retail Outlet will enter that information described under WAC 246-71-020(9) in the Database.
 - vii. Tribe's Cannabis Retail Outlet will ensure all Recognition Cards it issues meet the requirements of WAC 246-71-040(3).
 - viii. Tribe's Cannabis Retail Outlet will collect and remit quarterly to the Department the then-current service fee (\$1 per Recognition Card as of the date of this MOA) associated with Recognition Cards. The Tribe may, in its discretion, charge an additional Tribal service fee.
 - ix. The Department will make available to the Tribe's Cannabis Retail Outlet the software and access permissions necessary to accomplish the foregoing, subject to the terms and conditions herein. Tribe's Cannabis Retail Outlet is responsible for obtaining the equipment identified in WAC 246-71-040(1).
-

b. Restrictions on Access.

- i. All employees of Tribe's Cannabis Retail Outlet will have access to the Database, including any necessary Department provided credentials, sufficient to electronically verify whether a Recognition Card is valid.
- ii. Only employees of Tribe's Cannabis Retail Outlet with the training and certification described in Subsection 3(c) will have access to the Database, including any necessary Department provided credentials, necessary to enter new Qualifying Patients and Designated Providers into the Database and issue a Recognition Card.
- iii. Only employees of Tribe's Cannabis Retail Outlet with the training and certification described in Subsection 3(c) will have access to the Database, including any necessary Department provided credentials, necessary to enter information to obtain a renewed or replacement Recognition Card for a Qualifying Patient or Designated Provider.
- iv. Notwithstanding the foregoing, the Tribal Police, as defined in the Compact, will have access to the Database consistent with RCW 69.51A.230(1)(d).

c. Certified Medical Marijuana Consultants.

- i. Only Tribe's Cannabis Retail Outlet Staff certified as Medical Marijuana Consultants under Chapter 246-72 WAC will be allowed to enter

Qualifying Patients and Designated Providers' information into the Database and issue Recognition Cards. The Parties agree to revisit at a later date the terms under which the Tribe may certify medical marijuana consultants, wherein such certification by the Tribe would occur in lieu of State certification currently prescribed under Chapter 246-72 WAC, and consultants certified by the Tribe would be authorized to enter Qualifying Patient and Designated Provider information into the Database and issue Recognition Cards.

- ii. Tribe's Cannabis Retail Outlet staff may satisfy the requirements for initial training under this subsection through participation in a State approved training program. In the event the Tribe elects to satisfy the initial training requirements by using a Tribally-approved program for such elements, the Tribe will provide the syllabus and instructor qualifications to the Department on request. A Tribally-approved training program that meets or exceeds the elements identified under WAC 246-72-110 shall be considered approved by the State.

4. Confidentiality and Nondisclosure.


- a. The Tribe shall not disclose records in the Medical Marijuana Authorization Database.
- b. The Tribe shall have adequate policies and procedures in place to ensure compliance with the confidentiality requirements of this Section.
- c. The Tribe, its enterprises, and the employees of each may use information gained by reason of this MOA only for the purposes of this MOA.
- d. The Tribe shall enact and maintain, to the extent it has not done so already, Tribal law penalties at least as severe as those of the State with respect to the disclosure of information from the Database or the misuse of the Database.

5. Disputes. Disputes shall be referred to a Dispute Board. Each party to this MOA shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and regulations and make a determination regarding the dispute. These dispute resolution procedures shall not modify or reduce the Tribe's right to judicial proceedings.

6. Termination for Default. If either party believes the other has failed to meet any material obligation under this MOA, it may notify the other in writing. Such writing must include a summary of the facts giving rise to the termination. The other party shall have ten business days in which to cure the default provided that if it will reasonably take longer than ten business days to cure the default the cure period shall be a reasonable period agreed to by the Parties.

7. **Termination for convenience.** Either party may terminate this MOA by giving the other at least thirty calendar days' written notice.
8. **Term.** Unless otherwise terminated in accordance with Sections 6 or 7, above, this MOA shall continue in effect for so long as the Compact remains in effect.
9. **Amendment.** No amendment or alteration of this MOA may arise by implication or course of conduct. This MOA may be altered only by a subsequent written document, approved by the Parties and signed by their duly authorized representatives, expressly stating the Parties' intention to amend this MOA.
10. **Jurisdiction.** This MOA does not expand or limit the jurisdiction of either the Tribe or the State.
11. **Severability.** If any provision of this MOA or its application to any person or circumstance is held invalid, the remainder of the MOA is not affected.

This MOA is hereby made this 12th day of September, 2018.



John Wlesman, DrPH, MPH, Secretary
Washington State Department of Health



W. Ron Allen, Chairman
Jamestown S'Klallam Tribe



Some fields have imbedded instructions. Click in the field and press F1 to access them.

Contract Processing Action Request (CPAR)

Always Required or Required if Applicable

Please do not alter or attach documents to this form. Contact x3936 or dohcon.mgmt@doh.wa.gov for help.

CONTRACT MGR'S INFORMATION			TRACKING & TIMING INFORMATION		
1A. NAME (Click in the Text Field & Press F1 for Help)			2. TIME PERIOD Press F1 for Help	3. AFTER THE FACT (ATF) or EXPEDITE Press F1 for Help	4A. CONTRACT NUMBER Press F1 for Help
Shelly Rowden, DOH HSQA Contracts, Laura Balthrop			Start Date DOE	End Date 06/30/21	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, the DOH Approval Form Must Accompany the CPAR
1B. PHONE #	1C. MAIL STOP	1D. DIVISION / PROGRAM	CPARs arriving in the Contracts Unit less than 30 days before the start date are After-the-Fact (See #3)		
2820	47852	HSQA / HPF			4A. CONTRACT NUMBER TRB23669
			4B. AMEND. #	4C. WO/TO # F1 for Help	

THE OTHER PARTY'S INFORMATION		
5A. LEGAL NAME (per WA Dept of Revenue or Sam.gov) Press F1 for Help	5B. DOING BUSINESS AS (DBA) If it's Different than the Legal Name Press F1 for Help	
Jamestown S'Klallam Tribe		
5C. PERSON TO SEND THE AGREEMENT or AMENDMENT TO	5D. E-MAIL ADDRESS (You May Include More Than One)	
W. Ron Allen, Chairman	rallen@jamestowntribe.org	
5E. PHONE #	5F. THE OTHER PARTY'S MAILING ADDRESS	
360-681-4621	1033 Old Blyn Hwy, Sequim, Washington 98382	
5G. WA UBI # Press F1 for Help	5H. FEDERAL TAX # F1 for Help	5I. STATEWIDE VENDOR # Press F1 for Help

DESCRIBE THIS ACTIVITY		
6A. WHAT ARE YOU DOING? Check Applicable Box(es)	6B. COMMON TYPES OF AGREEMENTS - Check Applicable Box(es) Additional documentation is usually not required. If your activity is not one of the options below, the Contracts Unit may need to contact you for additional information	6C. CHECK THE APPLICABLE BOX Justification is Required and Must Accompany the CPAR
<input checked="" type="checkbox"/> Starting or Amending an Agreement for Information Technology <input type="checkbox"/> Starting a Competition <input type="checkbox"/> Starting a Request for Inform. <input type="checkbox"/> Beginning a New Agreement <input type="checkbox"/> Amending an Agreement: <input type="checkbox"/> Change SOW <input type="checkbox"/> Change Budget <input type="checkbox"/> Change Period of Perf. <input type="checkbox"/> Change - Other <input type="checkbox"/> Terminating an Agreement - Skip to 6D (Press F1)	<input type="checkbox"/> Client Service - RCW 39.26.125(6) <input type="checkbox"/> DOH is Receiving Funds <input type="checkbox"/> Expert Witness Agreement RCW 39.26.125(13) <input type="checkbox"/> Federal Subaward <input type="checkbox"/> Grant of State Funds <input checked="" type="checkbox"/> Interagency or Interlocal Agreement <input type="checkbox"/> Information Sharing <input type="checkbox"/> Loan <input checked="" type="checkbox"/> Non-Financial <input type="checkbox"/> Other - Include an explanation in 6D	Contact the Contracts Unit for help. We may also need to contact you for more information. <input type="checkbox"/> Contract is > \$1million <input type="checkbox"/> Emergency Contract RCW 36.26.125(1) <input type="checkbox"/> Info Tech Exempt from Competition per RCW 39.26.100(8) <input type="checkbox"/> Master Contract Exists but Not Using It <input type="checkbox"/> Sole Source RCW 39.26.010(22)
<input type="checkbox"/> Contractor or Subrecipient is Required by Funding Source, Statute, or Legislation (cite the statute or legislation in 6D) <input type="checkbox"/> Using a Master Contract - or - No Master Contract Available: <input type="checkbox"/> \$10,000 or less <input type="checkbox"/> \$13,000 or less AND Contractor is registered as a micro, mini, or small business <input type="checkbox"/> \$13,000 or less AND Contractor is self-certifying - attach the Micro, Mini, and Small Bus Cert Form.		

6D. PURPOSE - Describe the purpose of the agreement. For amendments, describe the nature of the change. For terminations, include the max to be paid. Press F1 for Help

The purpose of this agreement is to allow the marijuana retail store(s) operated by the Jamestown S'Klallam Tribe to use the Department's Medical Marijuana Authorization Database (RCW 69.51A.230) to create recognition cards for patients and designated providers and validate cards for sales. This agreement is being referenced in the compact between the tribe and the Washington State Liquor and Cannabis Board (WSLCB) for operations of a marijuana retail store with medical endorsement. This agreement allows the MOU to run concurrent with the Compact.

Attention: Please send this CPAR and MOU to Michael Maverick as he is holding onto this agreement until we receive word from WSLCB has received and signed their Compact Addendum with the Tribe.

TYPE OF FUNDING AND OTHER INFORMATION									
Add a second page if needed. Note: Always check the CPAR you receive with the final, signed agreement.									
7A. FUND Press F1	7B. APPN INDEX	7C. PROGRAM INDEX	7D. PROJECT	7E. MASTER INDEX Press F1	7F. SUB OBJ Press F1	7G. SUB SUB OBJ	7H. \$ AMOUNT Press F1	7I. Fund Type Press F1	7J. BDGT ANALYST'S INITIALS
					CD		0		djc 082118
			7K. Subtotal	Federal 0 State 0 Other 0			Total	0	

8A. FEDERAL INFORMATION See 2 CFR 200.330 Subrecipient and Contractor Determinations for More Information

Subaward No Subawards **must** use the DOH SOW template
 FFATA Applies No If yes, the DOH FFATA form **must** accompany the CPAR

APPROVALS		
9A. HTS REVIEW Press F1 for Help	9B. ETHICS See DOH Policy 07.015 Ethics	9C. SOW Includes the Requirements for DOH PUBLICATION STANDARDS Press F1
<input checked="" type="checkbox"/> Approval Included <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Ethics Board Approval is Included <input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable

10. APPROVAL AUTHORITY (See DOH Policy 02.001 Signature Authorization)

AUTHORITY'S NAME Niki Pavlicek, Deputy Assistant Secretary

By providing your email approval, you certify the information on this CPAR and in the documents attached to your email are true, correct, and complete. Your approval authorizes the Contracts Unit to move forward with this activity.