

Marijuana Compact

Between

Lower Elwha 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 Lower Elwha Klallam Tribe and the State of Washington, hereinafter referred to as the “Compact.”

II. PARTIES

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

The Tribe is located on the Lower Elwha Indian Reservation, which is in the state of Washington, and 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 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 (“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 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, 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 Lower Elwha 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 Lower Elwha Indian 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 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. "State" means the State of Washington.
- K. "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 there under.
- L. "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.
- M. "Tribal Police" if applicable means Lower Elwha Tribal Police.
- N. "Tribal Code" means the Lower Elwha Klallam Tribal Code.
- O. "Tribal Enterprise" means a business wholly or majority owned by the Tribe and authorized to sell marijuana products under the laws of the Tribe.
- P. "Tribe" means the Lower Elwha Klallam Tribe.
- Q. "Tribal Member Business" means a business owned by a member of the Tribe, as the term "member" is set forth in Article II of the Tribe's Constitution and in its 1970 Ordinance (as amended) for the adoption of new members.
- R. "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 enterprises and is not intended as a waiver of sovereign immunity; and 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, reduce, or alter in any way 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 or any of its subdivisions or enterprises to any State regulation 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 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 labelling.
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 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 Code does not permit Tribal Member Businesses to conduct retail sales or the producing, processing, research or testing of marijuana products in Indian Country. However, if the Tribal Code is revised to allow Tribal Member Businesses to conduct any such activities, then the Tribal Member Business nevertheless 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, tribal marijuana producer, processor, and retail businesses in Indian Country must follow buffer zone requirements outlined in RCW 69.50.331(8). The Tribe may make amendments to these buffer zone requirements in its Tribal Code as long as they are consistent with RCW 69.50.331 (8)(b) through (8)(d).

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 Tribal Code and this Compact. This compact does not permit Tribal Member Businesses to conduct retail sales of marijuana products in Indian Country.
- B. Initial Location. The initial retail location will be operated by the Tribe and/or its Tribal Enterprise and located at a parcel of the Tribe's Indian Country at the intersection of Dry Creek Road and U.S Highway 101, just west of the city of Port Angeles, adjacent to two other retail facilities of the Tribe with addresses of 4773 and 4779 S. Dry Creek Road, Port Angeles, WA, 98363 (with new address for the initial marijuana retail location to be provided once assigned by Clallam County).
- 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;

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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 the Lower Elwha Klallam Tribe Commercial Marijuana Activity Ordinance (“Ordinance”) and the internal policies and controls of the Tribe or Tribal Enterprise. The Tribe’s Ordinance as it exists on the date of this Compact is attached as Exhibit A. Current copies of the Ordinance and marijuana internal 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 Ordinance 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 a 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 if exceeding personal possession limits, to a 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 shall 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(s) will be operated by the Tribe and located in the Tribe's Indian Country at location(s) to be determined.
 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. 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. If the notification is regarding production operations, the amount of marijuana intended to be grown by the Tribe for informational purposes in the co-management of the regulated marijuana market within Washington by the Tribe and the State of Washington.
 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 the Tribe's Ordinance and the internal policies and controls of the Tribe or Tribal Enterprise. The Ordinance as it exists on the date of this Compact is attached as Exhibit A. Current copies of the Ordinance 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 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. 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, or Retailer.
1. When the Tribe or any other Tribal enterprise proposes to open a new Producer, Processor, or Retailer, 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 a Tribal business applies to the Board for a Producer, Processor or Retailer 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 section XII.C Notice.

If the Tribe does not respond within 20 days, the Board will assume non-consent.

IX. 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.

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 a 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 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.

X. 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 also conduct premises checks in Indian Country. 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, 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 under the age of 21 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 also conduct compliance checks in Indian Country using minors under the age of 21. 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.

XI. 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 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 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. Procedure if the Dispute Remains Unresolved. After completion of the process described in this Section XI, or after 180 days after the written notice described in Section XI.B above (Notice), 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. Any judicial resolution of the dispute shall be limited to a determination of the meaning of any disputed Compact provision. The Court may not award money damages.
- 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 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.

XII. 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: Office of Chairwoman/Chairman
Lower Elwha Klallam Tribe
2851 Lower Elwha Road
Port Angeles, WA 98363
360-452-8471

- B. The Parties agree that if either Party believes that the goals and objectives of this Compact are not being met, 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: Office of Chairwoman/Chairman
Lower Elwha Klallam Tribe
2851 Lower Elwha Road
Port Angeles, WA 98363

With a copy to: Office of Tribal Attorney
Lower Elwha Klallam Tribe
2851 Lower Elwha Road
Port Angeles, WA 98363

XIII. 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. 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 or policies governing marijuana change.
- 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 IX, Section A of this Compact.

XIV. DEPARTMENT OF HEALTH MEMORANDUM OF AGREEMENT

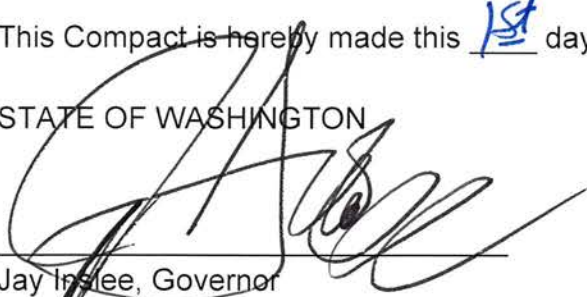
Pursuant to RCW 43.06.490, the Parties hereby add, as Exhibit B hereto, the “Memorandum of Agreement between the Lower Elwha Klallam Tribe and the Washington State Department of Health Concerning Medical Marijuana.” Exhibit B is added in the form attached hereto and is hereby incorporated by reference. Exhibit B

represents a stand-alone agreement and shall apply strictly and solely according to its terms to describe the relationship between the Tribe and the Department of Health with respect to access and use of the medical marijuana authorization database.

This Compact is hereby made this 1st day of May, 2020.

STATE OF WASHINGTON

LOWER ELWHA KLALLAM TRIBE

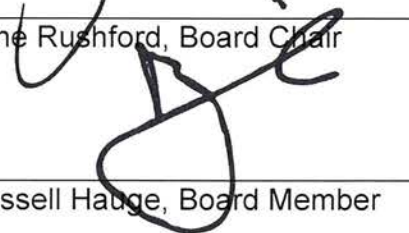

Jay Inslee, Governor


Frances G. Charles, Chairwoman

WASHINGTON STATE LIQUOR AND
CANNABIS BOARD


Jane Rushford, Board Chair


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Russell Hauge, Board Member


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Exhibit A

To Marijuana Compact
State of Washington/Lower Elwha Klallam Tribe

Lower Elwha Klallam Tribe
Commercial Marijuana Activity Ordinance
With Approving Tribal Resolution No. 15-20

Ordinance of the Lower Elwha Klallam Tribe To Authorize and Regulate Commercial Marijuana Activity

1. Title.

This Ordinance shall be known as the Lower Elwha Klallam Tribe Commercial Marijuana Activity Ordinance.

2. Definitions.

As used in this Ordinance, the following words and terms shall each have the designated meaning unless a different meaning is expressly provided or the context is clearly indicated.

- 2.1** “**Board**” means the Washington State Liquor and Cannabis Board.
- 2.2** “**Commercial Marijuana Activity**” means all planting, growing, producing, cultivating, processing, testing, and selling of marijuana, marijuana concentrates, marijuana-infused products, and useable marijuana within the jurisdiction of the Lower Elwha Klallam Tribe and in accordance with the Tribe’s laws that govern medical and recreational marijuana.
- 2.3** “**Designated Provider**” shall have the same meaning as in RCW 69.51A.010.
- 2.4** “**Essential Government Functions and Services**” means functions performed and services provided by the Tribe in its capacity as a government, including, but not limited to, administration, public facilities, fire, police, health, education, elder care, social services, sewer, water, environmental and land use regulations and management, rights protection (including litigation related thereto) transportation, utility services, community development, and economic development.
- 2.5** “**Manager**” means a person responsible to manage, direct, or administer the every-day affairs of a business.
- 2.6** “**Marijuana,**” “**marijuana concentrates,**” “**marijuana-infused products,**” and “**useable marijuana**” shall have the same meanings as in RCW 69.50.101(x) to z(ee) and z(vv) or any amendments thereto. Together, such terms shall be known as “**Marijuana Products.**”
- 2.7** “**Marijuana Compact**” or “**Compact**” means a government-to-government agreement between the Tribe and the State under which the Tribe and State will coordinate and cooperate in the regulation of Commercial Marijuana Activity on Tribal Land.

- 2.8 “**Medical Marijuana Authorization Database**” shall have the same meaning as in RCW 69.51A.010.
- 2.9 “**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.
- 2.10 “**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.
- 2.11 “**Qualifying Patient**” shall have the same meaning as in RCW 69.51A.010.
- 2.12 “**Recognition Card**” shall have the same meaning as in RCW 69.51A.010.
- 2.13 “**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.
- 2.14 “**State**” means the State of Washington unless the context plainly indicates otherwise.
- 2.15 “**State-Licensed**” or “**State-Certified**” means any entity licensed by the Washington State Liquor and Cannabis Board under RCW 69.50 or WAC 314-55, as amended.
- 2.16 “**Taxing Authority**” means the authority established under Subsection 18.1 of this Ordinance, which shall be a tribal government authority independent of any Tribal Enterprise, to administer the tribal marijuana tax, ensure that it is properly collected by the Tribal Enterprise and remitted to the Tribe, and expended on essential governmental functions and services as provided herein. The taxing authority may also perform other regulatory functions if so designated by the Tribal Council.
- 2.17 “**Tribal Council**” means the Lower Elwha Klallam Tribal Business Committee.
- 2.18 “**Tribal Enterprise**” means any corporation or other business wholly or majority owned by the Tribe, irrespective whether established by charter, or a department of the Tribe itself, that is authorized to engage in Commercial Marijuana Activity under the laws of the Tribe.

- 2.19 **“Tribal Lands”** means the Lower Elwha Indian Reservation and all other lands of the Tribe and its members that are held in trust by the United States and over which the Tribe exercises governmental authority.
- 2.20 **“Tribal Member”** means a member of the Lower Elwha Klallam Tribe.
- 2.21 **“Tribal Police”** means the Lower Elwha Klallam Tribal Police Department.
- 2.22 **“Tribal Marijuana Tax”** means the tax levied under this Ordinance on all Commercial Marijuana Activity, which shall be equal to 100 percent of the State marijuana excise tax and state and local sales and use taxes for marijuana sales.
- 2.23 **“Tribe”** means the Lower Elwha Klallam Tribe.
- 2.24 **“Tribe’s jurisdiction”** means Tribal Lands and all other lands, persons, entities, and activities over which the Tribe exercises jurisdiction under the Treaty of Point No Point, 12 Stat. 933, January 26, 1855, its Constitution and Bylaws, or other applicable federal or tribal law.

3. Findings.

- 3.1 Historically, the production, possession, delivery, distribution, and sale of marijuana have been illegal across the United States and in Indian Country, but in 2012, the voters of Washington State passed Initiative 502 (“I- 502”), which sets forth a system allowing for the production, processing, and retail sale of Marijuana Products for recreational purposes within the State as well as authorization for Compacts with Indian tribes desiring to engage in Commercial Marijuana Activity.
- 3.2 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 Tribal Lands ineffective and unrealistic and the Tribe therefore enacts this Ordinance to authorize certain Commercial Marijuana Activity and exempt such activity from the prohibitions and penalties set forth in Section 9.12 of the Tribe’s Criminal Code.
- 3.3 The Tribe further finds that, particularly in view of the regulated commercial marijuana activity occurring throughout the State, generating revenue through the authorization and taxation of Commercial Marijuana Activity on Tribal Lands is a significant economic development and tribal government opportunity.
- 3.4 The Tribe therefore enacts this Ordinance to strictly regulate and control Commercial Marijuana Activity on Tribal Lands and to protect the health, safety, and general

welfare of the Tribe, its members, and other residents of and visitors to the Tribe's community.

4. Authorized Entities.

- 4.1** The Tribe and any Tribal Enterprise designated by the Tribe are the only persons or entities authorized to engage in Commercial Marijuana Activity. The Tribe and any Tribal Enterprise so designated are the only persons or entities authorized to possess marijuana in quantities in excess of the quantities identified in Subsections 5.3 and 5.4 of this Ordinance, and in RCW 69.50.360(3). This authorization shall be solely to the extent provided under this Ordinance and under RCW 69.50.360. Tribal members, tribal member businesses, and other persons and entities within the Tribe's jurisdiction are not authorized to engage in Commercial Marijuana Activity under this Ordinance and remain subject to all civil and criminal laws of the Tribe that regulate or prohibit marijuana activity in any way.
- 4.2** The Tribe and its Tribal Enterprises, or either of them, may sell marijuana products within the jurisdiction of the Tribe in accordance with this Ordinance and other relevant laws of the Tribe and the Tribe's Compact with the State of Washington. Tribal members and Tribal Member Businesses are prohibited from engaging in Commercial Marijuana Activity.

5. Permitted Activities – Generally.

The following activities, when performed by a Tribal Enterprise or by its employee or employees in compliance with Tribal Law, shall not constitute criminal or civil offenses:

- 5.1** Purchase and receipt of useable marijuana, marijuana concentrates, or marijuana-infused products that have been properly packaged and labeled from a tribal enterprise or a state-licensed producer or processor;
- 5.2** Possession of useable marijuana, marijuana concentrates, or marijuana-infused products;
- 5.3** Delivery, distribution, and sale of any combination of the following amounts of useable marijuana, marijuana concentrates, or marijuana-infused product to any person twenty-one (21) years of age or older:
- 5.3.1** One ounce of usable marijuana;
 - 5.3.2** Sixteen (16) ounces of marijuana-infused product in solid form;
 - 5.3.3** Seventy-two (72) ounces of marijuana-infused product in liquid form; or

- 5.3.4 Seven (7) grams of marijuana concentrates.
- 5.4 Delivery, distribution, and sale of any combination of the following amounts of useable marijuana, marijuana concentrates, or marijuana-infused product to a qualifying patient or his or her designated provider, as those terms are defined under chapter 69.51A RCW, if the patient or provider is in possession of a valid authorization and recognition card, as defined under RCW 69.51A.010, and the patient is recorded in that database established under Section 21 of Chapter 70, Laws of 2015, Washington State (2SSB 5052):
 - 5.4.1 Forty-eight (48) ounces of marijuana-infused product in solid form;
 - 5.4.2 Three (3) ounces of useable marijuana;
 - 5.4.3 Two hundred sixteen (216) ounces of marijuana-infused product in liquid form; or
 - 5.4.4 Twenty-one (21) grams of marijuana concentrates.
- 5.5 Producing, processing, packaging, and labeling marijuana, usable marijuana, and marijuana-infused products; and
- 5.6 Delivery, distribution, and sale of useable marijuana or marijuana- infused products to an enterprise of the Tribe or to State-licensed producers, processors, or retailers.

6. Production and Processing

- 6.1 **Procurement, Production and Processing for Wholesale and Retail Sales.** The Tribe or a Tribal enterprise may procure from another producer or processor or produce, harvest, trim, dry, cure, process, package, and/or label marijuana in accordance with this Ordinance:
 - 6.1.1 To be provided for sale at a retail by the Tribe or a Tribal enterprise;
 - 6.1.2 To be sold to another tribe with a marijuana compact; or
 - 6.1.3 To be sold to a State licensee in accordance with its license type.
- 6.2 **Production and Sale of Plants, Seeds and Tissue.** The Tribe or a Tribal enterprise may also produce and sell:
 - 6.2.1 Marijuana plants, seed, and plant tissue culture to a producer; and

- 6.2.2 Marijuana plants to members of a registered cooperative under the conditions provided in WAC 314-55-410.
- 6.3 **Production Facilities.** Production facilities may be located indoors or outdoors, provided that they are fully secure, have physical barriers, and meet Tribal and State safety and security protocols.
- 6.4 **Quality Standards; Packaging and Labeling; Product Preapproval.**
- 6.4.1 All marijuana shall be produced and processed in a safe and secure manner. All Tribal Enterprises engaged in the production or processing of marijuana shall employ third-party laboratories to conduct quality assurance tests consistent with those specified under WAC 314-55-102 or successor regulations and shall comply with all quality assurance testing requirements in accordance with the Compact, this Ordinance, and Tribal policies and procedures.
- 6.4.2 Any marijuana to be sold to a State licensee shall comply with all applicable State laws and regulations regarding packaging and labeling. Edible marijuana products shall be pre-approved by the State, including as to packaging and labeling, prior to sale to a State licensee. Marijuana products shall not be packaged or labeled to appeal to children, and all packaging for edibles shall be childproof.
- 6.5 **Restriction on Minors.** No person under the age of 21 years may be present at any production or processing facility owned or operated by the Tribe or a Tribal enterprise.
- 6.6 **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 Ordinance, and Tribal policies and procedures. Samples provided to a State licensee must also comply with all applicable State laws and regulations regarding sampling.
- 6.7 **Storage and inventory.** All marijuana regulated under this Section shall be stored in a way to minimize theft and in accordance with the Compact, this Ordinance, 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.
- 6.8 **Waste disposal.** All waste shall be disposed of in a way that renders the marijuana unusable and in accordance with the Compact, this Ordinance, and Tribal policies and procedures.

6.9 Traceability. Any transaction between the Tribe or Tribal enterprises and a State licensee shall be entered into the State's traceability system within 24 hours following the same rules as apply to State licensees. All marijuana products sold to any State licensee shall be fully traceable in the State's traceability system. Such marijuana products shall be traced back to the plant(s) from which they were derived and the results for all required quality assurance testing shall be entered into the State's traceability system by a State-certified testing lab.

7. Retail Sales.

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

7.2 Hours of Retail Sales. Hours shall be set by the manager of the Tribe or Tribal enterprise's retail operations.

7.3 Restrictions on Minors.

7.3.1 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.

7.3.2 Acceptable forms of identification to establish a person's age for purpose of marijuana purchase must not have expired and shall be limited to the following:

7.3.2.1 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;

7.3.2.2 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;

7.3.2.3 Passport;

7.3.2.4 Merchant Marine identification card issued by the United States Coast Guard;
or

7.3.2.5 Enrollment or membership card issued by the governing authority of a federally recognized Indian tribe located in Washington, if the enrollment card incorporates security features comparable to those implemented by the Department of Licensing for Washington driver's licenses.

7.4 Transaction Limits.

7.4.1 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.

7.4.2 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.

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

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

7.7 Intoxicated persons. Marijuana products shall not be sold to persons who appear to be intoxicated.

7.8 Consumption. No marijuana products shall be consumed on the retail premises.

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

7.10 Waste disposal. All unsold products shall be returned to the entity from which they were purchased or disposed of in accordance with the Compact, this Ordinance, and Tribal policies and procedures.

7.11 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, another Tribe's enterprise, or a member of another Tribe shall be recorded in either the Tribe's or the State's tracking system within 24 hours of delivery.

8. Prohibited Sales—Location.

- 8.1** Marijuana products may not be sold or advertised within, on, or within one thousand (1,000) feet of, the real property comprising a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university, or a playground, or housing facility owned by a public housing authority, or a skate park or within one hundred (100) feet of a public or private youth center, public swimming pool, or video arcade facility, or a church building or other building designated as a place of worship.
- 8.2** For the purposes of this section:
- 8.2.1** The term "playground" means any outdoor facility (including any parking lot or structures on or adjacent to the playground) that is intended for recreation purposes, that is open to the public, and used at least in part for the recreation of persons under the age of eighteen (18), including but not limited to, baseball or softball fields, sliding boards, swing-sets, and teeterboards.
- 8.2.2** The term "youth center" means any recreational facility or gymnasium (including any adjacent parking lot), that is intended primarily for use by persons under eighteen (18) years of age, which regularly provides athletic, civic, or cultural activities.
- 8.2.3** The term "video arcade facility" means any facility, legally accessible to persons under eighteen (18) years of age, that is intended primarily for the use of pinball and video machines for amusement containing a minimum of ten (10) pinball and/or video machines.
- 8.2.4** The term "swimming pool" includes the pool area, any buildings, and any parking lot next to the pool building(s).

9. Advertising.

- 9.1** Usable marijuana, marijuana concentrates, or marijuana-infused products sold within the Tribe's jurisdiction may not contain any statement or illustration that:
- 9.1.1** Is false or misleading;

- 9.1.2 Promotes consumption of marijuana products;
- 9.1.3 Represents the use of marijuana as having curative or therapeutic effects;
- 9.1.4 Depicts a child or other person under legal age consuming marijuana, or includes:
 - 9.1.4.1 Objects, such as toys, characters, or cartoon characters suggesting the presence of a child, or any other depiction designed in any manner to be especially appealing to children or other persons under legal age to consume marijuana; or
 - 9.1.4.2 Is designed in any manner that would be especially appealing to children or other persons under twenty-one (21) years of age.

9.2 All advertising must contain the following warnings:

- 9.2.1 “This product has intoxicating effects and may be habit forming”;
- 9.2.2 “Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug”;
- 9.2.3 “There may be health risks associated with consumption of this product”; and
- 9.2.4 “For use only by adults twenty-one and older. Keep out of the reach of children.”

9.3 All advertising outside of the Tribe’s jurisdiction must comply with RCW 69.50 and WAC 314-55.

10. Warnings Included with Marijuana Products.

- 10.1 Marijuana Products sold at retail must include accompanying material that contains the following warnings that state:
 - 10.1.1 “There may be health risks associated with consumption of this product”;
 - 10.1.2 “Should not be used by women who are pregnant or breast feeding”;
 - 10.1.3 “For use only by adults twenty-one and older. Keep out of reach of children”;
 - 10.1.4 “Marijuana and products containing marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of this drug”; and

- 10.1.5** Statement that discloses all pesticides applied to the marijuana plants and growing medium during production and processing.
- 10.2** In addition to the above warnings in subsection 10.1, usable marijuana sold at retail must also include accompanying material that contains the following warning that states:
- “Warning: This product has intoxicating effects and may be habit forming. Smoking is hazardous to your health.”
- 10.3** In addition to the above warnings in subsection 10.1, marijuana concentrates and marijuana-infused products sold at retail must also include accompanying material that contains the following warnings that state:
- 10.3.1** “This product is infused with marijuana or active compounds of marijuana”;
- 10.3.2** “Caution: When eaten or swallowed, the intoxicating effects of this drug may be delayed by two or more hours”; and
- 10.3.3** The type of extraction method, including any solvents, gases, or other chemicals or compounds used to produce or that are added to the extract.

11. Labels Affixed to Marijuana Products.

- 11.1** Labels affixed to the container or package containing Marijuana Products sold at retail must include:
- 11.1.1** The business or trade name and Washington state unified business identifier number of the licensees that produced, processed, and sold the useable marijuana, or, if grown or processed within the Tribe’s jurisdiction by a Tribal Enterprise, a statement to that effect;
- 11.1.2** Inventory ID number;
- 11.1.3** Date manufactured or date of harvest;
- 11.1.4** Warnings that state: “This product has intoxicating effects and may be habit forming”; and
- 11.1.5** Statement that “This product may be unlawful in some jurisdictions” or a comparable statement.

- 11.2** In addition to the above statements listed in subsection (a), labels affixed to the container or package containing useable marijuana sold at retail must include:
- 11.2.1** Concentration of THC, THCA, CBD, including a total of active cannabinoids (potency profile); and
 - 11.2.2** Net weight in ounces and grams or volume as appropriate.
- 11.3** In addition to the above statements listed in subsection (a), labels affixed to the container or package containing marijuana-infused products sold at retail must include:
- 11.3.1** Best by date;
 - 11.3.2** For products meant to be eaten or swallowed, recommended serving size and the number of servings contained within the unit, including total milligrams of active tetrahydrocannabinol (THC), or Delta 9;
 - 11.3.3** Net weight in ounces and grams, or volume as appropriate;
 - 11.3.4** List of all ingredients and any allergens;
 - 11.3.5** Warning statement that “Caution: When eaten or swallowed, the intoxicating effects of this drug may be delayed by two or more hours”; and
 - 11.3.6** If a marijuana extract was added to the product, disclosure of the type of extraction process and any solvent, gas, or other chemical used in the extraction process, or any other compound added to the extract.
- 11.4** In addition to the above statements listed in subsection (a), labels affixed to the container or package containing marijuana concentrates sold at retail must include:
- 11.4.1** Best by date;
 - 11.4.2** Net weight in ounces and grams, or volume as appropriate;
 - 11.4.3** If a marijuana extract has been added to the product, disclosure of the type of extraction process and any solvent, gas, or other chemical used in the extraction process, or any other compound added to the extract;
 - 11.4.4** Concentration of THC (total Delta 9 and Delta 9 THC-A) and CBD.

12. Additional Requirements of Authorized Entities.

- 12.1 **Minors.** Tribal Enterprises that engage in Commercial Marijuana Activity shall not employ any persons under 21 years of age. Nor shall any Tribal Enterprise allow any person under 21 years of age to enter a tribal facility that is engaged in Commercial Marijuana Activity.
- 13.2 **Security Procedures.** All Tribal Enterprises shall employ reasonable and effective security procedures and systems that safeguard marijuana from theft and diversion, including marijuana intended for destruction as waste.
- 13.3 **Food Handler's Permit.** All tribal employees who work in the manufacturing, production, packaging, processing, delivery, sale, and distribution of marijuana must obtain a Washington State Food Handler's Permit before beginning employment.
- 13.4 **Packaging.** All marijuana-infused products meant to be ingested or inhaled must be packaged in child-proof packaging.
- 13.5 **Records.** Tribal Enterprises engaged in Commercial Marijuana Activity shall develop policies and procedures governing records to be maintained, security requirements, maximum quantities on premises, transport and delivery, and other matters related to the marijuana business. All such policies and procedures shall be subject to approval by the Tribal Council.

14. Medical Marijuana.

- 14.1 **Compliant Medical Marijuana Products.** The Tribe or Tribal enterprise may produce, process, and/or sell marijuana for medical use, as follows:
 - 14.1.1 **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.
 - 14.1.2 **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.
- 14.2 **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).

14.3 Access to Medical Marijuana Authorization Database.

- 14.3.1** 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.
- 14.3.2** 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.
- 14.3.3** Notwithstanding the foregoing, Tribal Police and the Tribal Prosecutor shall have access to the database consistent with RCW 69.51A.230(1)(d).

14.4 Confidentiality and Nondisclosure.

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

15. Compliance and Enforcement.

- 15.1 Premises and Compliance Checks.** The Tribal Police shall conduct premises and compliance checks of any Commercial Marijuana Activity within the Tribe's jurisdiction to observe and ensure compliance with the requirements of this Ordinance, the Compact, 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 the Tribal Council.
- 15.2 Agencies of Other Jurisdictions.** Other authorized agencies, including those of the State of Washington in accordance with the Compact, may conduct compliance checks on Tribal Land to ensure compliance with the requirements of the Compact or other applicable law, including this Ordinance.
- 15.3 Use of Minors for Premise and Compliance Checks.** Notwithstanding the prohibition on minors contained in this Ordinance, the Tribal Police may use minors 18, 19, or 20 years of age to conduct compliance checks where reasonably necessary to the compliance issues being investigated and always with due regard for the safety

of minors. No criminal action may be taken against any minor who purchases marijuana as part of such a compliance check.

- 15.4 Transportation Outside Indian Country.** Transportation of marijuana products outside the Tribe's jurisdiction shall be conducted in compliance with State law and regulations. Marijuana shall not be diverted in any form from the Tribe' jurisdiction to any State outside the State of Washington where marijuana is illegal.

16. Manager Background Investigations.

Tribal enterprises that engage in Commercial Marijuana Activity shall require any person employed as a manager by such an enterprise to undergo a full National Crime Information Center (NCIC) background investigation before he or she begins employment. The board of directors, or other managing body of the enterprise, will be responsible for ensuring that a background investigation on the manager's suitability is performed. No such manager shall have been convicted of, or entered a plea of guilty or no contest to, any of the following criminal offenses:

- 16.1** Any felony in the preceding 10 years; or
- 16.2** Any crime involving dishonesty within the preceding ten (10) years, including but not limited to: 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 a crime, or being an accessory, and/or involved in a conspiracy of a crime.

17. Indemnity.

The Tribe shall indemnify any Tribal Council member, board member, manager, employee of the Tribe, or employee of a tribal enterprise for personal liability resulting from his or her role in Commercial Marijuana Activity, provided that:

- 17.1** The individual acted in his or her official capacity;
- 17.2** The individual acted in good faith;
- 17.3** The individual believed his or her conduct was in the best interests of the Tribe; and
- 17.4** The individual acted in accordance with the laws, regulations, and policies of the Tribe or a Tribal Enterprise.

18. Tribal Marijuana Tax.

- 18.1** There is hereby established a Tribal Taxing Authority, vested in the office of the Chief Financial Officer, with the authority and responsibility to administer and enforce the taxing provisions of this Section. This authority shall constitute a function of tribal government and shall be separate from and independent of any Tribal Enterprise.
- 18.2** A Tribal marijuana tax shall be levied on all Commercial Marijuana Activity, which shall be equal to 100 percent of the State marijuana excise tax and state and local sales and use taxes for marijuana sales.
- 18.3** The Tribal marijuana tax shall be remitted to the Tribe on a quarterly basis.
- 18.4** The Tribe shall use such tax revenue for essential tribal government functions and services.
- 18.5** No other tax besides the Tribal marijuana tax may be imposed on Commercial Marijuana Activity.
- 18.6** The Tribe may allow an exemption from the Tribal marijuana tax as follows:
- 18.6.1** For sales to the Tribe, to an enterprise of the Tribe, or to Tribal Members on marijuana grown, produced, or processed within Tribal Lands;
 - 18.6.2** For activities to the extent they are exempt under state or federal law from the state marijuana excise tax imposed under RCW [69.50.535](#) or state and local sales or use taxes on sales of marijuana; or
 - 18.6.3** 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 the Tribe's jurisdiction.

19. Sovereign Immunity Preserved.

Nothing in this Ordinance shall be construed as a waiver of the Tribe's sovereign immunity from unconsented suit. The Tribe shall not enter into any Compact that waives the Tribe's sovereign immunity for any purpose unless such waiver is expressly approved in a Resolution of the Business Committee.

20. No Cession of Jurisdiction.

Where any provision of this Ordinance requires compliance with State law, it does so as a matter of tribal law and in accordance with a Compact negotiated with the State. Such provisions do not constitute a concession that any law of the State applies to the Tribe as a matter of federal law. The Tribe shall not enter into any Compact that concedes that the laws of the State apply to the Tribe or its members on Tribal Lands.

21. Authority to Amend.

The Tribal Council is authorized and reserves the right to amend this Ordinance as changes in relevant federal or State law warrant or as the Tribal Council in its judgment determines to be appropriate.



Lower Elwha Klallam Tribe

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Resolution No. 15-20

Approval of Marijuana Compact with State of Washington and Lower Elwha Klallam Tribal Ordinance to Authorize and Regulate Commercial Marijuana Activity

WHEREAS, the Lower Elwha Klallam Tribe, also known as the Lower Elwha Tribal Community (hereinafter "Tribe") is a federally recognized Indian Tribe pursuant to the Treaty of Point-No-Point of January 26, 1855, and organized under its Constitution and By-Laws (Constitution), approved by the Secretary of Interior on April 29, 1968, pursuant to the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the Lower Elwha Community Council (Community Council) is the governing body of the Tribe, in accordance with Article III, Section 1, of its Constitution; and,

WHEREAS, in accordance with Article III, Section 2 of the Tribal Constitution, the Community Council has elected a representative council known as the Business Committee, consisting of five members, which body exercises certain powers of the Tribe and is empowered to transact business on behalf of the Tribe pursuant to the terms of a duly adopted resolution of the Community Council dated March 1, 1972 (the 1972 Delegation); and

WHEREAS, under Article IV, Section 1 of the Tribe's Constitution, the Tribe is authorized to engage in economic development activities for the benefit of the Tribe, to enter into agreements with other governments, to manage tribal funds, and to levy taxes; and

WHEREAS, historically, the production, possession, delivery, distribution, and sale of marijuana have been illegal across the United States and in Indian Country, but in 2012, the voters of Washington State passed Initiative 502 ("I- 502"), which sets forth a system allowing for the production, processing, and retail sale of Marijuana Products for recreational purposes within the State as well as authorization for Compacts with Indian tribes desiring to engage in Commercial Marijuana Activity; and

WHEREAS, after serious deliberation, the Tribe has determined that present day circumstances—including the State's legalization of marijuana—make a complete ban of

Resolution No. 15-20

**Approval of Marijuana Compact and Tribal Ordinance
to Authorize and Regulate Commercial Marijuana Activity**

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marijuana within Tribal Lands ineffective and unrealistic and the Tribe therefore intends in this Resolution to enact the attached Ordinance to authorize Commercial Marijuana Activity and exempt such activity from the prohibitions and penalties set forth in Section 9.12 of the Tribe's Criminal Code; and

WHEREAS, the Tribe further finds that, particularly in view of the regulated commercial marijuana activity occurring throughout the State, generating revenue through the authorization and taxation of Commercial Marijuana Activity on Tribal Lands is a significant economic development and tribal government opportunity; and

WHEREAS, the Tribe therefore finds that it is in its best interests to approve the attached Marijuana Compact with the State of Washington and enact the attached Ordinance to strictly regulate and control Commercial Marijuana Activity on Tribal Lands and to protect the health, safety, and general welfare of the Tribe, its members, and other residents of and visitors to the Tribe's community; and

WHEREAS, the Tribe also desires that its Commercial Marijuana Activity include the capability to provide Medical Marijuana and therefore intends in this Resolution to approve the attached Memorandum of Agreement with the Washington Department of Health Concerning Medical Marijuana; and

WHEREAS, the Tribe further recognizes that it must enact this Resolution in compliance with the procedures of the 1972 Delegation; and

WHEREAS, in accordance with the 1972 Delegation, the Business Committee duly provided timely written notice (in the form of the attached agenda) to all voting members of the Tribe of a meeting of the Community Council to be held on March 2, 2020, at which the subject of this Resolution was to be considered and acted upon;

THEREFORE BE IT NOW RESOLVED, that, a quorum of the Community Council not being present at the March 2, 2020 meeting, the Business Committee, on behalf of the Tribe and in accordance with the 1972 Delegation, is authorized to approve this Resolution and in doing so hereby approves:

- The attached Ordinance of the Lower Elwha Klallam Tribe To Authorize and Regulate Commercial Marijuana Activity;
- The attached Marijuana Compact with the State of Washington ("Compact"), including the limited waiver of sovereign immunity set forth in the Dispute Resolution provisions in Section XI thereof; and
- The attached Memorandum of Agreement with the Washington Department of Health Concerning Medical Marijuana ("MOA"); and


BE IT FURTHER RESOLVED, that the Business Committee authorizes and directs its Tribal Chairwoman, or the Vice-Chair in her absence, to execute the Compact and MOA on behalf of the Tribe, including in a form that includes minor modifications in the attached language that do not, in the opinion of the Business Committee, after consultation with the Office of Tribal Attorney, materially alter the terms of either the Compact or the MOA; and

BE IT FURTHER RESOLVED, in the event either document must be modified in a way that materially alters its terms, then the Business Committee is authorized to approve by Resolution any materially altered document without the necessity of placing that modified document on a subsequent agenda of the Community Council.

CERTIFICATION

The foregoing Resolution No. 15-20 was presented at the duly called and noticed meeting of the Lower Elwha Community Council held this 2nd day of March, 2020, at which a quorum of the Community Council was not present, but at which 3 members of the Business Committee were present, constituting a quorum thereof, and the foregoing Resolution No. 15-20 was approved by the Business Committee by a vote of 2 FOR, 0 AGAINST, and 0 ABSTAINING.

Dated this 2nd day of March, 2020,



Frances G. Charles, Chairwoman



Business Committee Member



Business Committee Member



Business Committee Member



Business Committee Member

General Community Council Meeting
Agenda
March 2nd 2020/7:00 pm
Gathering Center/Veterans Center

Tribal Council Present:

Frances Charles, Chairwoman
Russell Hepfer, Vice Chairman
Anthony Charles, Secretary/Treasurer
George Charles, Council member
Steve Robideau, Council member

Staff Present: Tonya Green, ED; Tia Skerbeck, TOO; Steve Suagee, Tribal Attorney

Meeting called to order at:

Opening prayer by:

Announcements: Feb. 3rd 2020 General meeting was canceled due to a tribal member passing.

Time:	Item:	Presenter:	Type:
Old Business:			
5 min	Minutes for Jan 6th 2020	Frances Charles	Approval
	Motion by:	2 nd by:	
	Vote of: For Against	Abstain	Tabled
New Business:			
15 min	Resolution 15-20 Approval of Marijuana Compact with State of Washington and Tribal Ordinance to Authorize and Regulate Commercial Marijuana Sales by Tribe	Steve Suagee	Approval
	Motion by:	2 nd by:	
	Vote of: For Against	Abstain	Tabled

Adjournment at:

Exhibit B

To Marijuana Compact
State of Washington/Lower Elwha Klallam Tribe

Memorandum of Agreement
between the Lower Elwha Klallam Tribe
and the Washington State Department of Health
Concerning Medical Marijuana

**MEMORANDUM OF AGREEMENT
BETWEEN
LOWER ELWHA KLALLAM TRIBE
AND
THE WASHINGTON STATE DEPARTMENT OF HEALTH
CONCERNING MEDICAL MARIJUANA**

1. Government-to-Government Relations.

- a. The **Lower Elwha 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.
- b. Nothing in this MOA shall be construed as a waiver of sovereign immunity.

2. Definitions.

- a. "Authorization" shall have the same meaning as in RCW 69.51A.010(1), as amended.
- b. "Compact" means the Marijuana Compact between the Tribe and the State of Washington.
- c. "Department" means the Washington State Department of Health.
- d. "Designated Provider" shall have the same meaning as in RCW 69.51A.010(4), as amended.
- e. "Marijuana" shall have the same meaning as in RC 69.50.101(v), as amended.
- f. "Marijuana Compact" or "Compact" means the agreement entered into pursuant to RCW 43.06.490, between the Tribe and the State of Washington.
- g. "Medical Marijuana Authorization Database" or "Database" means the secure and confidential database established in RCW 69.51A.230, as amended.
- h. "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.
- i. "Medical use of Marijuana" shall have the same meaning as in RCW 69.51A.010(16), as amended.
- j. "Parties" means the parties to this MOA, including the Washington State Department of Health and the Tribe.

- k. "Qualifying Patient" shall have the same meaning as in RCW 69.51A.010(19), as amended.
- l. "Recognition Card" shall have the same meaning as in RCW 69.51A.010(20), as amended.
- m. "State" means the State of Washington.
- n. "Tribe" means the **LOWER ELWHA KLALLAM TRIBE**
- o. "Tribe's Cannabis Retail Outlet" means any marijuana retail store owned and operated by the Tribe or a Tribal corporation.

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, **LOWER ELWHA POLICE DEPARTMENT** 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. **Effective date.** This agreement takes effect on the effective date of the Marijuana Compact between the Tribe and the State of Washington in accordance with "Section XIV. Effect, Duration, and Amendment" of the signed Marijuana Compact.
6. **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.
7. **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.
8. **Termination for convenience.** Either party may terminate this MOA by giving the other at least thirty calendar days' written notice.
9. **Term.** Unless otherwise terminated in accordance with Sections 6 or 7, above, this MOA shall continue in effect for so long as that Marijuana Compact between the Tribe and the State of Washington remains in effect.
10. **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

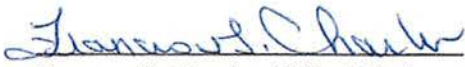
Parties and signed by their duly authorized representatives, expressly stating the Parties' intention to amend this MOA.

11. **Jurisdiction.** This MOA does not expand or limit the jurisdiction of either the Tribe or the State.
12. **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 4 day of March, 2020.



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



Frances G. Charles, Tribal Chairwoman
Lower Elwha Klallam Tribe