

**MARIJUANA COMPACT**  
**Between**  
**THE SUQUAMISH TRIBE**  
**And**  
**THE STATE OF WASHINGTON**

**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 Suquamish Tribe and The State of Washington” and hereinafter referred to as the “Compact.”

**II. Parties**

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

The Tribe is located on the Port Madison Indian Reservation which is in the state of Washington and the Tribe is a federally recognized Indian tribe possessed of the full sovereign powers of a government.

The State of Washington (“State”) 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 Washington State government operating under the authority of the Governor, 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.

While the federal Controlled Substances Act continues to designate marijuana as a Schedule 1 substance, on August 29, 2013, the United States Department of Justice issued a memorandum to all United States Attorneys setting forth guidance regarding marijuana enforcement. In that memo, James M. Cole, Deputy Attorney General, set forth eight enforcement priorities of particular importance to the federal government, including: preventing the distribution of marijuana to minors; preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; preventing the diversion of marijuana from

states where it is legal under state law in some form to other states; preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; preventing violence and the use of firearms in the cultivation and distribution of marijuana; preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and preventing marijuana possession or use on federal property. The memo further states that the focus of federal law enforcement resources and efforts will be on those whose conduct interferes with the stated priorities and that state and local governments should provide sufficiently robust regulatory and enforcement systems to protect against these harms.

On October 28, 2014, the United States Department of Justice issued another memorandum to all United States Attorneys providing a policy statement regarding marijuana issues in Indian Country. In that memo, Monty Wilkinson, Director, Executive Office for United States Attorneys, acknowledged that “[t]he eight priorities in the Cole Memorandum will guide United States Attorneys’ marijuana enforcement efforts in Indian Country, including in the event that sovereign Indian Nations seek to legalize the cultivation or use of marijuana in Indian Country.” That memo effectively treats tribal governments the same as state governments in the decision to legalize marijuana.

Through State law and the Board’s implementing rules, the State has decriminalized the production, possession, delivery, distribution, sale, and use of marijuana in the State and has attempted to set forth a civil regulatory system that accomplishes the federal priorities set forth above and keeps marijuana production, processing, and sale in the State regulated and safe for the public.

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 federal priorities, 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 Compact legislation, enacted by the 2015 Regular Session of the Legislature on April 24, 2015, signed by the Governor on May 8, 2015, effective July 24, 2015. Through this legislation, the State authorized the Governor to enter agreements concerning the regulation of marijuana and to delegate the authority to negotiate the agreements 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 sufficient to meet the federal priorities.

The Parties agree that it is in the best interests of the Tribe and the State that they enter into a compact to enhance 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 Suquamish Tribe and the State of Washington, as may be amended.

D. “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.

E. “Indian Country” means the lands of the Suquamish Indian Tribe as defined by 18 U.S.C. § 1151, including the Tribe’s Port Madison Indian Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members.

F. “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.”

G. “Parties” means the State and the Tribe.

H. “PME” means Port Madison Enterprises, an agency of the Tribe.

I. “Processor” means any marijuana processor in Indian Country licensed or otherwise allowed by the Tribe pursuant to Section 11.10 of the STC to process marijuana into useable marijuana, marijuana concentrates, and marijuana-infused products, package and label useable marijuana and marijuana-infused products for sale to retailers, and sell useable marijuana and marijuana and marijuana-infused products at wholesale to retailers.

J. “Producer” means any marijuana producer in Indian Country licensed or otherwise allowed by the Tribe pursuant to Section 11.10 of the STC to produce and sell marijuana at wholesale to processors and other producers.

K. “Retailer” means any marijuana retailer in Indian Country licensed or otherwise allowed by the Tribe pursuant to Section 11.10 of the STC to sell useable marijuana, marijuana concentrates, and marijuana-infused products in a retail outlet.

L. “SEC” means the Suquamish Evergreen Corporation, a wholly owned subsidiary of PME.

M. “State” means the State of Washington.

N. “State Licensee” means any marijuana producer, marijuana processor, or marijuana retailer licensed by the Board pursuant to RCW 69.50, RCW 69.51A, WAC 314-55, or any other regulations promulgated under those RCW chapters, as amended.

O. “State Tax” means the marijuana excise tax as stated in RCW 69.50.535 and the State and local sales and use tax on sales of marijuana as stated in RCW 82.08 and RCW 82.12, all as may be amended from time to time.

P. “STC” means the Suquamish Tribal Code.

Q. “Tribal Enterprise” means SEC or other business owned in whole or in part by the Tribe or PME and authorized to sell marijuana products under the STC.

R. “Tribal Member Business” means a business owned by an enrolled member of the Tribe.

S. “Tribal Tax” means a tax imposed by the Tribe on marijuana activities.

T. “Tribe” means the Suquamish Tribe of Indians.

## **V. Terms of Agreement**

A. Applicability. This Compact applies to the production, processing, and sale of marijuana products in Indian Country where the Tribe, Tribal Enterprise, or Tribal Member Business (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 STC and in accordance with this Compact are not subject to the terms of RCW 69.50, RCW 69.51A, WAC 314-55, or any other regulations promulgated under those RCW Chapters and any such activities will not be a criminal or civil offense under Washington state law.

B. Retail Sales. The Tribe and/or its Tribal Enterprises may sell marijuana products in Indian Country pursuant to the STC and this Compact. The current STC does not permit Tribal Member Businesses to conduct retail sales of marijuana products in Indian Country. However, if the STC is revised to allow it, then the Tribal Member Business may not purchase from a State Licensee until such time as the Compact is amended to allow it.

1. Initial Location. The first retail location will be operated by SEC and located at 15915 State Highway 305 NE, Poulsbo, Washington 98370.

2. 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 a Tribal Enterprise. Only new retail locations and not the location set forth in Section V.B.1 above shall be subject to this Section. Such notifications shall include:

- a. The identity of the entity which is operating the retail location;
- b. Location of the premises; and
- c. Certification that the premises is located in Indian Country.

3. Conditions on Retail Sales.

a. Retail sales of marijuana products by the Tribe and any Tribal Enterprise must be conducted in accordance with STC Chapter 11.10 and the internal policies and controls of the Tribe or Tribal Enterprise. STC Chapter 11.10 as it exists on the date of this Compact is attached as Exhibit A. Current copies of STC Chapter 11.10 and marijuana internal 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 STC that may affect marijuana products within ten days of the date of adoption by the Tribe.

b. All marijuana products purchased by a Retailer 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 Retailer will input or cause to be input all delivered purchases into the State's tracking system within 24 hours of making any such delivery.

c. All marijuana products purchased by the Tribe or a Tribal Enterprise from the tribal government, tribal enterprise, or member of another federally recognized Indian Tribe with a reservation located within the state of Washington, or sold by the Tribe or a Tribal Enterprise to the tribal government, tribal enterprise, or member of another federally recognized Indian Tribe with a reservation located within the state of Washington, will be recorded in either the Tribe's or the State's tracking system within 24 hours of any such receipt or delivery. The Tribe and any Tribal Enterprise will make such records available for review by the Board upon request.

C. 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. Initial Producing and/or Processing Location. The first Producing and/or Processing location will be operated by SEC and located at 15915 State Highway 305 NE, Poulsbo, Washington 98370.

2. Production and/or Processing by the Tribe or a Tribal Enterprise. The Tribe shall notify the State at least 90 days prior to the start of operations of any Producer or Processor owned by the Tribe or a Tribal Enterprise. Only new Producing and/or Processing locations and not the location set forth in Section V.C.1 above shall be subject to this Section. Such notifications shall include:

- a. The identity of the entity which is operating the Producer or Processor location;
- b. Location of the premises; and
- c. Certification that the premises is located in Indian Country.

3. Production or Processing by a Tribal Member Business. The current STC does not permit production or processing by a Tribal Member Business of marijuana products in Indian Country. However, if the STC is revised to allow it, then the Tribal Member Business may not purchase from or sell to a State Licensee until such time as the Compact is amended to allow it.

4. 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 STC Chapter 11.10 and the internal policies and controls of the Tribe or Tribal Enterprise. STC Chapter 11.10 as it exists on the date of this Compact is attached as Exhibit A. Current copies of STC Chapter 11.10 and 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 STC that may affect marijuana products within ten days of the date of adoption by the Tribe.

b. The State may require 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 may 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 and State Licensees will be executed through the state traceability system following the same rules as State Licensees.

D. Notice to Local Jurisdictions. 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 city, or if outside city limits, the county 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 to address problems arising out of cross-border commerce, when any business that is not a Tribal Enterprise or Tribal Member 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 and any business licensure as may be required by the STC.

E. State Licensees.

1. The Tribe and Tribal Enterprises may purchase marijuana products from or sell marijuana products to State Licensees or any other entity operating under a valid agreement authorized by the Compacting legislation, including any amendments thereto, with or otherwise authorized by the State. All transactions between the Tribe and State Licensees must be executed through the State traceability system, and marijuana products purchased from or sold to State Licensees must be packaged, tested and labeled in compliance with State marijuana laws.

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 STC.

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.

F. Taxes.

1. State Tax. Pursuant to state law, no State Tax or fee, assessment, or other charge imposed by RCW 69.50 or 69.51A may be assessed against or collected from the Tribe, Tribal Enterprises, Tribal Member Businesses, State Licensees, or retail customers related to any commercial activity related to the production, processing, sale, and possession of marijuana products governed by this Compact, except that the State may require State Licensees to pay the fees for the application, issuance and renewal of licenses under RCW 69.50.325. To the extent any other State Tax; fee, assessment, or other charge imposed by RCW 69.50 or 69.51A; or Tribal Tax is assessed against or collected from any State Licensee related to a sale to or purchase from the Tribe, Tribal Enterprises, or Tribal Member Businesses of any marijuana product, it shall be refunded or otherwise paid by the State to the Tribe within 30 days of receipt by the State. Any amounts so received by the Tribe will be used for Essential Government Services and subject to the independent testing procedures stated in subsection (V)(F)(2)(b).

2. Tribal Tax. The Tribe shall impose and maintain a Tribal Tax that is equal to at least 100 percent of the State Tax on all sales of marijuana products in Indian country, unless (1) the sale is to the Tribe, Tribal Enterprise, Tribal Member Business, or an enrolled member of the Tribe; (2) the marijuana product was grown, produced, or processed in Indian Country; (3) the transaction is otherwise exempt from state marijuana taxation under state or

federal law; or, (4) the transaction involves medical marijuana products used in the course of medical treatments by a clinic, hospital, or similar facility owned and operated by the Tribe within Indian Country. The Tribe may choose to levy a Tribal Tax on any transaction that may otherwise be exempt.

a. While not required under State law, the Tribe agrees to use the proceeds of the Tribal Tax for Essential Government Services.

b. At the State's request, the Tribe will retain, at its own expense, an Auditor to test the Tribe's compliance with this section V.F 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.

G. Safety and Enforcement. The Tribe shall address safety and enforcement issues in accordance with STC, this Compact, and internal policies and controls of the Tribe or Tribal Enterprise.

1. Premises Checks

a. By the Tribe. The Suquamish Police Department or other authorized agency may conduct its own premises checks in Indian Country to observe compliance with the STC 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, SEC will share the results of the premises checks with the Board.

b. By the Board. The Board, through its staff, may also conduct premises checks. Prior to conducting any such check, the Board will contact the Suquamish Police Department to provide reasonable notice of such premises check. Except as provided in subsection (c) below, the Suquamish Police Department must observe and participate in all premises checks. The Board will share the results of such premises checks with SEC and the Tribe.

c. Cooperation. Both Parties will cooperate in good faith to undertake all Board requested checks jointly. The Suquamish Police Department will make reasonable efforts to arrange and conduct all Board requested premises checks within 24 hours of being provided written notice of such request by the Board. All such written notice shall be sent to the Chief of Police and the Chairman of the Tribe. However, if the Suquamish Police Department is unable or unwilling to arrange and conduct such requested premises check 48 hours after receiving the original written notice the Board may then perform the premises check on its own without the Suquamish Police Department. Should either Party have any concerns arising out of a premises check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols of the premises checks themselves or of marijuana sales by the Tribe or Tribal Enterprise that were checked.

2. Compliance Checks-Minors



a. By the Tribe. The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Suquamish Police Department or other authorized agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such checks, SEC 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. By the Board. Board staff may also conduct compliance checks. Prior to conducting any such check, the Board will contact the Suquamish Police Department to provide reasonable notice of such compliance check. Except as provided in subsection (c) below, the Suquamish Police Department must observe and participate in all compliance checks. The Board will share the results of such compliance checks with SEC and the Tribe.

c. Cooperation. Both Parties will cooperate in good faith to undertake all Board requested checks jointly. The Suquamish Police Department 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 notice shall be sent to the Chief of Police and the Chairman of the Tribe. However, if the Suquamish Police Department is 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 Suquamish Police Department. 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 of the compliance checks themselves or of marijuana sales by the Tribe or Tribal Enterprise that were checked.

#### H. Dispute Resolution.

1. Neither Party, nor officers acting on either Party's behalf, may petition any court to enforce this Compact unless (a) the dispute resolution process described in subsections (a) through (d) below has been followed in good faith to completion without successful resolution or (b) the other Party fails to enter into the dispute resolution process. Should a dispute arise between the Parties regarding compliance with this Compact by either Party, or by their officers, employees or agents, the Parties will attempt to resolve the dispute through the following dispute resolution process:

a. 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.

b. 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 subsection (a). The representatives of each Party will come to the meeting with the authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the Parties.

c. Mediation. The second stage of the process will be that if the Parties are unable to resolve the dispute within sixty (60) days after the receiving Party's receipt of the written notice sent under subsection (a) above, 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 borne equally by the Parties. The Parties will pursue the mediation process in good faith until the dispute is resolved or until the mediator determines that the Parties are not able to resolve the dispute. If the Parties cannot agree on a format for the mediation process, the format will be that directed 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.

d. Arbitration.

- (1) If a Party terminates the 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 binding arbitration proceedings under the rules of the American Arbitration Association ("AAA"), but AAA need not administer the arbitration. If the arbitrator determines that a Party is in violation of a material provision of this Compact, and such violation is not or cannot be cured within thirty (30) days after the arbitrator's decision, then the other Party may terminate this Compact with sixty (60) days' prior written notice.
- (2) The arbitrator shall have no authority to award monetary damages or issue injunctive or other equitable relief.
- (3) Each Party will bear its own legal costs incurred under this section. All costs of the arbitrator will be shared equally.

2. 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, of or 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.

3. 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 must not be construed as a waiver of, the sovereign immunity of the Tribe or any of its subdivisions or enterprises.

I. Sovereign Immunity. The State agrees that, except for the limited purpose of resolving disputes in accordance with subsection (H) above, 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.

J. 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 its subdivisions or enterprises to any State jurisdiction not agreed to in this Compact.

## **VI. 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: Rick Garza, Agency Director  
Liquor and Cannabis Board  
3000 Pacific Avenue SE  
Olympia, WA 98504-3080  
[rjg@liq.wa.gov](mailto:rjg@liq.wa.gov)  
(360) 664-1650

For the Tribe: Rion Ramirez, General Counsel  
Port Madison Enterprises  
15347 Suquamish Way NE  
Suquamish, WA 98392  
[RionRamirez@clearwatercasino.com](mailto:RionRamirez@clearwatercasino.com)  
(360) 598-8766

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.

B. 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 Avenue SE  
Olympia, WA 98504-3080

If to the Tribe: Chairman  
Suquamish Tribe of Indians  
P.O. Box 498  
18490 Suquamish Way  
Suquamish, WA 98392

With a copy to: General Counsel  
Port Madison Enterprises  
15347 Suquamish Way NE  
Suquamish, WA 98392

## **VII. 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. 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.

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

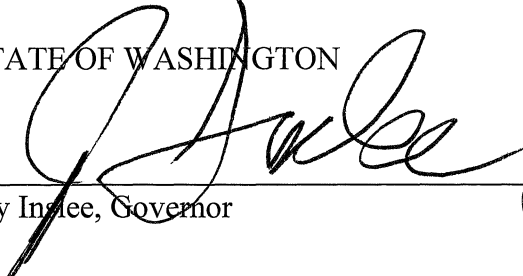
C. Severability. If any provision of this Compact or its application to any person or circumstance is held invalid, the remainder of the Compact is not affected.

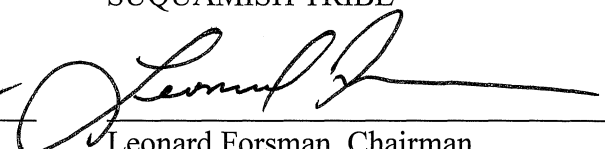
D. Change in Classification. If the classification of marijuana as a Schedule I drug is altered in any way or federal marijuana enforcement policy (as described in III, above) changes, the Parties agree to meet and discuss the need to modify this Compact. If such modifications cannot be agreed upon, then either Party may terminate this Compact with 60 days written notice.

This Compact is hereby made this 15<sup>th</sup> day of Sept., 2015.

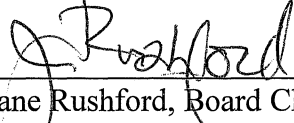
STATE OF WASHINGTON

SUQUAMISH TRIBE


  
\_\_\_\_\_  
Jay Injee, Governor

  
\_\_\_\_\_  
Leonard Forsman, Chairman

WASHINGTON STATE LIQUOR AND  
CANNABIS BOARD

  
\_\_\_\_\_  
Jane Rushford, Board Chair

  
\_\_\_\_\_  
Ruthann Kurose, Board Member

  
\_\_\_\_\_  
Russ Hauge, Board Member

  
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Rick Garza, Agency Director

**Exhibit A**  
**STC Chapter 11.10**

## Chapter 11.10

### COMMERCIAL MARIJUANA ACTIVITY

#### Sections:

|          |   |
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| 11.10.10 | Licensing and Background Investigations.        |
| 11.10.11 | Indemnity.                                      |
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**11.10.1. Title.** This chapter shall be known as the “Suquamish Commercial Marijuana Activity Ordinance.” (Res. 2015-133, passed June 22, 2015)

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

A. “Commercial Marijuana Activity” means all planting, growing, producing, cultivating, processing, and selling marijuana, marijuana concentrates, marijuana-infused products, and useable marijuana in Indian Country in accordance with Suquamish Tribal laws that govern medical and recreational marijuana.

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

C. “Designated Provider” shall have the same meaning as in RCW 69.51A.010.

D. “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.

E. “Indian Country” means the lands of the Suquamish Indian Tribe as defined by 18 U.S.C. § 1151, including the Tribe’s Port Madison Indian Reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members.

F. “LCB” means the Washington State Liquor Control Board or Washington State Liquor and Cannabis Board.

G. “Marijuana,” “marijuana concentrates,” “marijuana-infused products,” and “useable marijuana” shall have the same meanings as in RCW 69.50.101 or any amendments thereto. Together, such terms shall be known as “Marijuana Products.”

H. “Medical Marijuana Authorization Database” shall have the same meaning as in RCW 69.51A.010.

I. “PME” means Port Madison Enterprises, the agency of the Tribe set forth in STC 11.4.

J. “Qualifying Patient” shall have the same meaning as in RCW 69.51A.010.

K. “Recognition Card” shall have the same meaning as in RCW 69.51A.010.

L. “SEC” means the Suquamish Evergreen Corporation, a wholly owned subsidiary of PME.

M. “State” means the State of Washington.

N. “State Licensee” means any entity licensed by the LCB pursuant to RCW 69.50 or WAC 314-55, as amended.

O. “State Tax” means the marijuana excise tax as stated in RCW 69.50.535 and the State and local sales and use tax on sales of marijuana as stated in RCW 82.08 and RCW 82.12, all as may be amended from time to time.

P. “STC” means the Suquamish Tribal Code.

Q. “Tribal Council” means the Suquamish Tribal Council.

R. “Tribal Member” means an enrolled member of the Tribe.

S. “Tribe” means the Suquamish Tribe of Indians. (Res. 2015-133, passed June 22, 2015)

### **11.10.3. Findings.**

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

B. While the federal Controlled Substances Act continues to designate marijuana as a Schedule I substance, on August 29, 2013, the United States



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

C. On October 28, 2014, the United States Department of Justice issued another memorandum to all United States Attorneys providing a policy statement regarding marijuana issues in Indian Country. In that memo, Monty Wilkinson, Director, acknowledged that “[t]he eight priorities in the Cole Memorandum will guide United States Attorneys’ marijuana enforcement efforts in Indian Country, including in the event that sovereign Indian Nations seek to legalize the cultivation or use of marijuana in Indian Country.” That memo effectively treats tribal governments the same as state governments in the decision to legalize marijuana.

D. After serious deliberation, the Tribe has determined that present day circumstances—including the State’s legalization of marijuana—make a complete ban of marijuana within Indian Country ineffective and unrealistic and has decriminalized its sale and possession in very limited circumstances as set forth in the STC 7.26.

E. The Tribe also finds that, particularly considering the commercial marijuana activity occurring throughout the State, raising funds through the sale of marijuana in Indian Country is a useful economic development tool.

F. The Tribe therefore enacts this chapter in an effort to strictly regulate and control the production, distribution, sale, and use of marijuana in Indian Country, consistent with the Department of Justice’s eight priorities and to protect the health, safety, and general welfare of the Tribe and to visitors to Indian Country. (Res. 2015-133, passed June 22, 2015)

**11.10.4. Establishment and Delegation.** The Tribal Council does hereby establish and approve the charter for SEC and does hereby delegate the sole authority to locate, manage, and operate all Commercial Marijuana Activity on behalf of the Tribe to SEC, subject to oversight by the Tribal Council as stated herein and in the charter for SEC. The authority to enact that charter is pursuant to the Constitution and Bylaws of the

Suquamish Tribe, Article III, Section 1 (a), (b), (c), (f), and (i). (Res. 2015-133, passed June 22, 2015)

**11.10.5. Negotiations with the State.** The Tribal Council does hereby authorize and delegate the authority to SEC to negotiate a Compact with the State for all Commercial Marijuana Activity within Indian Country. (Res. 2015-133, passed June 22, 2015)

**11.10.6. Tribal Marijuana Tax.**

A. There shall be a Tribal marijuana tax equal to 100 percent of the State Tax then in effect levied on all Commercial Marijuana Activity.

B. The Tribal marijuana 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. No other tax besides the Tribal marijuana tax may be imposed on Commercial Marijuana Activity.

E. The Tribe may allow an exemption from the Tribal marijuana tax in the following circumstances:

(i) for sales on marijuana grown, produced, or processed within Indian Country;

(ii) for sales to the Tribe, SEC or Tribal Members that occur in Indian Country;

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

(iv) 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. (Res. 2015-133, passed June 22, 2015)

**11.10.7. Producing and Processing of Marijuana Products.**

A. Buffers. No producing or processing of Marijuana Products may occur within 1,000 feet of a school or playground.

B. Minors. No persons under 21 years of age may enter or be employed at a producing or processing facility.

C. Producing. Production facilities may be located indoors or outdoors, provided that they are fully secure, have physical barriers, and meet safety and security protocols as outlined more specifically by SEC policy.

D. Processing. All processing facilities must meet the standards as would be required for food handling under Indian Health Services requirements.

E. Testing. Before sale to any retailer, Marijuana Products must be tested by a Tribally or State-licensed lab that follows quality assurance testing protocols at least as restrictive as state law.

F. Packaging and labeling. All Marijuana Products must be packaged and labeled in accordance with SEC policy. Packaging and labeling designed to be especially appealing to children are prohibited. All marijuana-infused products meant to be eaten, swallowed, or inhaled must be packaged in child proof packaging.

G. Sales to State Licensees. All Marijuana Products sold by SEC to a State Licensee must meet the testing, packaging, and labeling requirements otherwise required under state law. Such sales shall be input into the State's traceability system.

H. Conditions of sale. SEC 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 production and processing of Marijuana Products. SEC shall provide such policies and procedures to Tribal Council upon request and at least annually. (Res. 2015-133, passed June 22, 2015)

#### **11.10.8. Purchase and Sale of Marijuana Products.**

A. SEC may purchase Marijuana Products only from (1) other tribes with sufficiently robust regulatory schemes sufficient to meet the Department of Justice's eight priorities or (2) State Licensees.

B. All Marijuana Products purchased from State Licensees will be inputted into the State's tracking system within 24 hours of delivery. (Res. 2015-133, passed June 22, 2015)

#### **11.10.9. Retail Sales of Marijuana Products.**

A. Buffers. No retail locations may be located within 1,000 feet of a school or playground.

B. Minors. No persons under 21 years of age may enter or be employed at a retail facility.

(i) Acceptable identification for proof of age includes: Driver's license, ID card, or Instruction Permit issued by any U.S. state or Canadian province; Washington temporary driver's license; Tribal enrollment card; passport from any nation; U.S. Military ID; or Merchant Marine card issued by U.S. Coast Guard.

(ii) The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Suquamish Tribal Police Department or other authorized agency in accordance with Tribal regulations and

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

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

D. Maximum sales.

(i) No retail location may sell more than one ounce of useable marijuana, 16 ounces of marijuana-infused product in solid form, 72 ounces of marijuana-infused product in liquid form, or seven grams of marijuana concentrate in a single transaction.

(ii) Beginning July 1, 2016, no retail location may sell more than three ounces of useable marijuana, 48 ounces of marijuana-infused product in solid form, 216 ounces of marijuana-infused product in liquid form, or 21 grams of marijuana concentrate to a Qualifying Patient or Designated Provider who has been entered into the Medical Marijuana Authorization Database and has been provided a Recognition Card pursuant to and in compliance with state law, and who is twenty-one years of age or older.

E. Conditions of sale. SEC shall develop policies and procedures governing records to be maintained, security requirements, advertising, maximum quantities on premises, transport and delivery, and other matters related to retail sales. SEC shall provide such policies and procedures to Tribal Council upon request and at least annually. (Res. 2015-133, passed June 22, 2015)

#### **11.10.10. Licensing and Background Investigations.**

A. SEC. SEC need not be licensed and shall be established by charter. However, Tribal Council may revoke the charter of SEC if it fails to meet its obligations under this chapter or under any Compact.

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

C. Employees of SEC. Only the manager, as that term is defined in the charter, who will “exercise control” over SEC will be required to undergo a background investigation before he or she is employed by SEC. The board of directors of SEC will be responsible for ensuring that a background investigation on the manager’s suitability is done. No such manager may have been convicted of, or entered a plea of guilty or no contest to, any of the following criminal offenses:

(i) Any felony in the proceeding 10 years; and,

(ii) Any crime involving dishonesty within the preceding ten (10) years, including, not exclusively: fraud; forgery; possession of a forgery device; theft; counterfeiting; embezzlement; making a false representation; obstruction of justice;

intent to defraud; bribery; mail fraud; perjury; willful tax evasion; attempt, aiding and abetting, being an accessory, and/or conspiracy. (Res. 2015-133, passed June 22, 2015)

**11.10.11. Indemnity.**

A. The Tribe shall indemnify any Tribal Council member, board member, manager, or employee of the Tribe, PME, or SEC made party to a proceeding because of their role in Commercial Marijuana Activity against personal liability incurred in a proceeding if:

- (i) The individual acted in his or her official capacity;
- (ii) The individual acted in good faith;
- (iii) The individual believed his or her conduct was in the best interests of the Tribe; and
- (iv) The individual acted in accordance with the laws, regulations, and policies of the Tribe and/or SEC.

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

C. “Liability” means the obligation to pay a judgment, settlement, penalty, or fine, or reasonable expenses incurred with respect to a proceeding. (Res. 2015-133, passed June 22, 2015)

**11.10.12. Medical Marijuana. Reserved. (Res. 2015-133, passed June 22, 2015)**

**AMENDMENT NO. 1**  
**to the**  
**MARIJUANA COMPACT**  
**Between**  
**THE SUQUAMISH TRIBE**  
**And**  
**THE STATE OF WASHINGTON**

This document is Amendment No. 1 to the "Marijuana Compact between the Suquamish Tribe and the State of Washington," which is an agreement between the parties that took effect on September 15, 2015 ("the Compact").

Pursuant to RCW 43.06.490, the parties have agreed to amend the Compact by adding, as Appendix A, the "Memorandum of Agreement between the Suquamish 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.

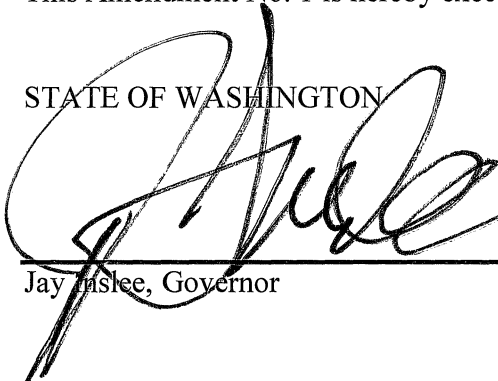
Amendment 1 and Appendix A represent a standalone agreement and shall apply strictly and solely according to their terms to describe the relationship between the Department of Health and the Tribe with respect to access and use of the medical marijuana authorization database. No amendment or change to the substantive and existing obligations under the Compact, express or implied, is contained herein.

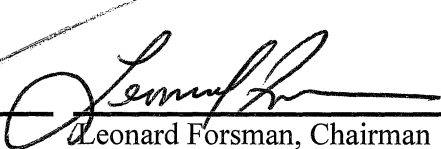
No other changes are made to the Compact.

This Amendment No. 1 is hereby executed this 7<sup>th</sup> day of July, 2016.

STATE OF WASHINGTON

SUQUAMISH TRIBE

  
Jay Inslee, Governor

  
Leonard Forsman, Chairman

**APPENDIX A**

**to the**

**MARIJUANA COMPACT**

**Between**

**THE SUQUAMISH TRIBE**

**And**

**THE STATE OF WASHINGTON,**

**entitled**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE SUQUAMISH TRIBE,**

**AND**

**THE WASHINGTON STATE DEPARTMENT OF HEALTH  
CONCERNING MEDICAL MARIJUANA**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE SUQUAMISH TRIBE,**  
**AND**  
**THE WASHINGTON STATE DEPARTMENT OF HEALTH**  
**CONCERNING MEDICAL MARIJUANA**

**1. Government-to-Government Relations.**

- a. The Suquamish Tribe (the "Tribe") and the State of Washington, of which the Department of Health is an agency, are sovereign governments. The Tribe and the Department of Health (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, meeting the goals articulated in memoranda issued by the United States Department of Justice, often referred to as the Cole and Wilkinson memoranda, 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. "Department" means the Washington State Department of Health.
- c. "Designated Provider" shall have the same meaning as in RCW 69.51A.010(4), as amended.
- d. "Marijuana" shall have the same meaning as in RC 69.50.101(v), as amended.
- e. "Marijuana Compact" or "Compact" means the agreement entered into pursuant to House Bill 2000, Chapter 207, Laws of 2015, between the Suquamish Tribe and the State of Washington on September 15, 2015.
- f. "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.



- g. "Medical Marijuana Authorization Database" or "Database" means the secure and confidential database established in RCW 69.51A.230, as amended.
- h. "Medical use of Marijuana" shall have the same meaning as in RCW 69.51A.010(16), as amended.
- i. "Parties" means the parties to this MOA, including the Washington State Department of Health and the Suquamish Tribe.
- j. "Qualifying Patient" shall have the same meaning as in RCW 69.51A.010(19), as amended.
- k. "Recognition Card" shall have the same meaning as in RCW 69.51A.010(20), as amended.
- l. "State" means the State of Washington.
- m. "Tribe" means the Suquamish Tribe.

### **3. Statement of Work.**

- a. Programs Receiving and Providing Information for Database.
  - i. Suquamish Evergreen Corporation d/b/a Agate Dreams ("SEC") will access and enter Authorizations into the Department administered Medical Marijuana Authorization Database.
  - ii. SEC 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. SEC will issue Recognition Cards solely to those persons in possession of a valid Authorization under RCW 69.51A.030(3).
  - iv. SEC 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, SEC 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. SEC 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, SEC will not enter the Designated Provider into the Database as associated with the new Qualifying Patient.

- vi. SEC will enter that information described under WAC 246-71-020(9) in the Database.
- vii. SEC will ensure all Recognition Cards it issues meet the requirements of WAC 246-71-040(3).
- viii. SEC 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 SEC the software and access permissions necessary to accomplish the foregoing, subject to the terms and conditions herein. SEC is responsible for obtaining the equipment identified in WAC 246-71-040(1).

b. Restrictions on Access.

- i. All employees of SEC 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 SEC 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 SEC 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, Suquamish Tribal Police will have access to the Database consistent with RCW 69.51A.230(1)(d).

c. Certified Medical Marijuana Consultants.

- i. Only SEC 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. SEC 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.

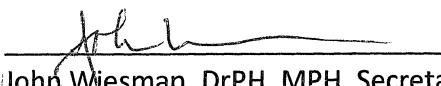
**5. Disputes.** Disputes shall be referred to a Dispute Board. Each party to this MOA shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes 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.

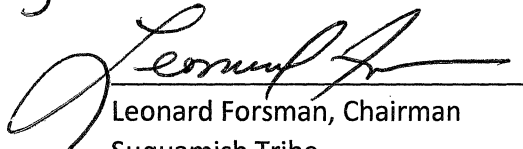
**6. Termination for Default.** If either party believes the other has failed to meet any material obligation under this MOA, it may notify the other in writing. Such writing must include a summary of the facts giving rise to the termination. The other party shall have ten business days in which to cure 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 that Marijuana Compact between the Suquamish Tribe and the State of Washington 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 21 day of June, 2016.

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

  
\_\_\_\_\_  
Leonard Forsman, Chairman  
Suquamish Tribe

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