

**MARIJUANA COMPACT**  
**Between**  
**THE FALLON PAIUTE-SHOSHONE TRIBE**  
**And**  
**THE STATE OF NEVADA**

**I. Introduction**

This compact is entered into pursuant to Nevada Senate Bill 375, Chapter 305, Laws of 2017 (the “Compacting Legislation”). This document will be cited as the Marijuana Compact between the Fallon Paiute-Shoshone Tribe and the State of Nevada, and hereinafter referred to as the “Compact.”

**II. Parties**

The Parties to this Compact are the Fallon Paiute-Shoshone Tribe (interchangeably, the “Tribe” or “FPST”), and the State of Nevada (the “State”) (collectively, the “Parties”).

The Tribe is located on the Tribe's Reservation and Colony which is situated completely within the State. The Tribe is a federally-recognized Indian tribe possessed of the full sovereign powers of a Tribal government.

The State is situated within the United States of America, possessed of the full powers of a state government. The Nevada Department of Taxation (“Department”) is an executive department of Nevada State government operating under the authority of the Governor, with statutory authority with respect to marijuana under Nevada Revised Statutes (“NRS”) Chapters 453A and 453D. 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.

**III. Purpose**

Historically, the cultivation, possession, delivery, distribution, and sale of marijuana have been illegal across the United States and in Indian Country. In 2016, Nevada voters passed Question 2, which sets forth a tightly regulated, state licensed system allowing for the cultivation, processing, and retail sale of marijuana, marijuana concentrates, useable marijuana, and marijuana-infused products for recreational purposes within the State.

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 (the “Cole Memorandum”) setting forth guidance regarding marijuana enforcement. In that memo, James M. Cole, Deputy Attorney General, established eight enforcement priorities of particular importance to the federal government: (1) preventing the distribution of marijuana to minors; (2) preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels; (3) preventing the diversion of

marijuana from states where it is legal under state law in some form to other states; (4) preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; (5) preventing violence and the use of firearms in the cultivation and distribution of marijuana; (6) preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; (7) preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and (8) preventing marijuana possession or use on federal property. The Cole Memorandum 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 (the “Wilkinson Memorandum”) 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.” The Wilkinson Memorandum effectively treats tribal governments the same as state governments in the decision to legalize marijuana.

Through Nevada law and the Department’s implementing rules, the State has decriminalized the cultivation, possession, delivery, distribution, sale, and use of marijuana in Nevada and has attempted to set forth a civil regulatory system that accomplishes the federal priorities set forth above and keeps marijuana cultivation, processing, and sale in Nevada 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 cultivation, possession, delivery, distribution, sale, and use of marijuana in Indian Country.

The State and the Tribe recognize 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 79th (2017) Session of the Nevada Legislature on May 23, 2017, signed by the Governor on June 2, 2017, effective June 2, 2017. Through this Compacting Legislation, the State authorized the Governor to enter agreements with American Indian tribes concerning the regulation of marijuana.

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 identified in the Cole and Wilkinson Memoranda.

The Parties acknowledge that the laws of the Tribal government relating to the possession, delivery, production, cultivation, processing, testing and use of marijuana, edible marijuana products, marijuana-infused products and marijuana products are at least as restrictive as the provisions of Chapters 453A and 453D of the NRS and any regulations adopted pursuant thereto and the Tribal government is enforcing or will enforce those laws.

The Parties agree that it is in the best interests of the Tribe and the State that they enter into this 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 Nevada.

B. "Compact," as previously defined in Part I, means this Marijuana Compact between the Fallon Paiute-Shoshone Tribe and the State of Nevada, as it is written and as, from time to time, may be amended.

C. "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.

D. "FPSTMC" means the Fallon Paiute-Shoshone Tribe's Marijuana Code, contained in Title 17 of the Tribe's Law and Order Code.

E. "Indian Country" means the lands of the Fallon Paiute-Shoshone Tribe, including the Tribe's Reservation, fee or restricted fee lands, and all lands held in trust status by the United States for the Tribe or its Tribal Members.

F. "Marijuana," "edible marijuana products," "marijuana concentrates," "marijuana-infused products," and "useable marijuana" as used in this Compact shall have the same meanings as in NRS Chapters 453, 453A, and 453D or any amendments thereto. Together, these terms shall be referred to as "Marijuana Product" or "Marijuana Products."

G. "Marijuana product manufacturing facility" means any marijuana processor in Indian Country licensed or otherwise allowed by the Tribe pursuant to the FPSTMC 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 Marijuana Products at wholesale to retailers.

H. “Marijuana cultivation facility” means any marijuana cultivator in Indian Country licensed or otherwise allowed by the Tribe pursuant to the FPSTMC to cultivate and sell marijuana at wholesale to marijuana product manufacturing facilities and other marijuana cultivation facilities.

I. “Parties,” as previously defined in Part II, means the State and the Tribe.

J. “Retail marijuana store” means any marijuana retailer in Indian Country licensed or otherwise allowed by the Tribe pursuant to the FPSTMC to sell Marijuana Products in a retail outlet.

K. “State,” as previously defined in Part II, means the State of Nevada.

L. “State Licensee” means any marijuana product manufacturing facility, marijuana cultivation facility, marijuana distributor, marijuana testing facility or retail marijuana store licensed by the State.

M. “State Tax” means any marijuana excise tax or sales and use tax imposed by the State on sales of Marijuana Products.

N. “Tribal Enterprise” means a business or agency owned in whole or in part by the Tribe and authorized to sell Marijuana Products under the FPSTMC.

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

P. “Tribe,” as previously defined in Part II, means the Fallon Paiute-Shoshone Tribe.

## V. Terms

A. Applicability. This Compact applies to the cultivation, processing, and sale of Marijuana Products in Indian Country where the Tribe or Tribal Enterprise (i) delivers, 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 cultivation, processing, sale, and possession of Marijuana Products in Indian Country pursuant to the FPSTMC and in accordance with this Compact are not subject to the terms of NRS 453A, NRS 453D, NAC 453A or any other regulations promulgated under those NRS Chapters and any such activities will not be a criminal or civil offense under Nevada state law.

B. Retail Sales. The Tribe and/or its Tribal Enterprises may sell Marijuana Products in Indian Country pursuant to the FPSTMC and this Compact.

1. The Tribe shall notify the Department at least 30 days prior to the opening of any Retail Marijuana Store owned by the Tribe or Tribal Enterprise. Such notification shall include:

- a. The identity of the Tribal entity which is operating the Retail Marijuana Store;
- b. Location of the premises; and
- c. Certification that the premises is located in Indian Country.

2. Retail sales of Marijuana Products by the Tribe and any Tribal Enterprise must be conducted in accordance with FPSTMC and the internal policies and controls of the Tribe or Tribal Enterprise. The FPSTMC, as it exists on the date of this Compact, is attached as Exhibit A. Current copies of the FPSTMC and marijuana internal policies and controls of the Tribe and any Tribal Enterprise will be made available for review by the State upon request. The Tribe agrees to notify the State of any changes to the FPST's Law and Order Code that may affect Marijuana Products within ten (10) working days of the date of adoption by the Tribe.

3. All Marijuana Products purchased by a Retail Marijuana Store from a State Licensee will be verified upon delivery in Indian Country, and confirmation of receipt will be made by executing the delivery invoice. All transactions between the Tribe and State Licensees will be executed through the State traceability system following the same rules as State Licensees. The Retail Marijuana Store will input all delivered purchases into the State's tracking system within twenty-four (24) hours of any such delivery.

4. 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 Nevada, 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 Nevada, will be recorded in either the Tribe's or the State's tracking system within twenty-four (24) hours of any such receipt or delivery. The Tribe and any Tribal Enterprise will make such records available for review by the State upon request.

C. Cultivating and Processing of Marijuana Products. The Tribe may allow the cultivating and processing of Marijuana Products in Indian Country pursuant to the following terms:

1. The Tribe shall notify the Department at least 90 days prior to the start of operations of any Marijuana Product Manufacturing Facility or Marijuana Cultivation Facility by the Tribe or a Tribal Enterprise. Such notifications shall include:

- a. The identity of the Tribal entity which is operating the Marijuana Product Manufacturing Facility or Marijuana Cultivation Facility;
- b. Location of the premises; and
- c. Certification that the premises is located in Indian Country.

2. Cultivating and processing of Marijuana Products by the Tribe and any Tribal Enterprise must be conducted in accordance with the FPSTMC and the internal policies and controls of the Tribe or Tribal Enterprise. The FPSTMC as it exists on the date of this Compact is attached as Exhibit A. Current copies of the FPSTMC and any internal marijuana policies and controls of the Tribe and any Tribal Enterprise will be made available for review by the State upon request. The Tribe agrees to notify the State of any changes to the FPST's Law and Order Code that may affect Marijuana Products within ten (10) days of the date of adoption by the Tribe.

3. The State may require that Marijuana Products sold by Marijuana Product Manufacturing Facilities and Marijuana Cultivation Facilities to State Licensees be packaged, tested and labeled in compliance with State marijuana laws. With respect to "edibles" this may include State pre approval 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. 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 tested to equivalent or higher standards as those required by Nevada's marijuana laws.

2. The State will not cite, fine, or otherwise take any other adverse licensing or other action against any State Licensee due to 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 FPSTMC.

3. To the extent necessary, the State will work with the Tribe, Tribal Enterprise, and with any State Licensees or otherwise authorized marijuana product manufacturing facilities, marijuana cultivation facilities, and retail marijuana stores 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.

E. Taxes.

1. State Tax. The State acknowledges that no State Tax or fee, assessment, or other charge imposed by the State or local governments may be assessed against or collected from the Tribe, Tribal Enterprises, State Licensees, or retail customers in Indian Country related to any commercial activity related to the production, processing, sale, and possession of Marijuana Products governed by this Compact. To the extent any other State Tax, fee, assessment, or other charge imposed by the State or local government, or Tribal Tax is assessed against or collected from any State Licensee related to a sale to or purchase in Indian Country from the Tribe or Tribal Enterprises, of any marijuana product, it shall be refunded or otherwise paid by the State to the Tribe within thirty (30) days of receipt by the State. Any refund amounts so received by the Tribe will be used for Essential Government Services. No refund will be granted on State Tax collected from a retail customer by State Licensees on the sale of marijuana or marijuana product if that marijuana or marijuana product was originally purchased by the State Licensee from the Tribe or Tribal Enterprises.

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, or an enrolled member of the Tribe; (2) the transaction is otherwise exempt from State marijuana taxation under state or federal law; or, (3) 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 or Community Social Programs.

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

F. Safety and Enforcement. The Tribe shall be responsible for and address safety and enforcement issues in accordance with the FPSTMC, this Compact, and internal policies and controls of the Tribe or Tribal Enterprise.

1. Premises Checks.

a. By the Tribe. The Fallon Paiute-Shoshone Tribe Police Department or other authorized agency may conduct its own premises checks in Indian Country to observe compliance with the FPSTMC 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 Fallon Paiute-Shoshone Tribe's Business Council will share the results of the premises checks with the State.

b. By the State. The State, through its staff, may also request premises checks to be done by the Fallon Paiute-Shoshone Tribe's Police Department. The State may be, and are authorized to be, present to observe any such check to observe compliance with this compact and with the FPSTMC. The State can observe any part of the program during these checks. The State will contact the Fallon Paiute-Shoshone Tribe's Police Department to provide twenty-four (24) hours' written notice of such premises check. The FPST Police Department and/or authorized Tribal authorities must participate in all requested premises checks. The State is not required to be present at all requested premises checks that the State requests the Fallon Paiute-Shoshone Tribe's Police to conduct. The State and Tribe will share the results of such premises checks with Fallon Paiute-Shoshone Tribe's Business Council. The State will not request such checks or cause more than one to be conducted every 30 days unless there is a documented complaint or probable cause to believe that there is a non-compliance issue. If there is such a non-compliance issue, the State may request a premises check at any time with a twenty-four (24) hours' written notice provided to the Fallon Paiute-Shoshone Tribe's Police Department from the State.

c. Cooperation. Both Parties will cooperate in good faith to undertake all State-requested premises checks jointly. The Fallon Paiute-Shoshone Tribe's Police Department and/or authorized Tribal authorities will make reasonable efforts to arrange and conduct all State-requested premises checks within twenty-four (24) hours of being provided written notice of such request by the State. All such written notices shall be sent to the Chief of Police and the Chairman of the Tribe. 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 product 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 Fallon Paiute-Shoshone Tribe 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, Fallon Paiute-Shoshone Tribe's Business Council will provide the results of the checks to the State. No criminal action may be taken against any minor who purchases marijuana as part of such a compliance check.

b. By the State. State staff may also conduct compliance checks. Prior to conducting any such compliance check, the State will contact the Fallon Paiute-Shoshone Tribe's Police Department or other authorized agency to provide twenty-four (24) hours' written notice of such compliance check. The Fallon Paiute-Shoshone Tribe's Police Department and/or authorized Tribal authorities must observe and participate in all compliance checks. The State will share the results of such compliance checks with Fallon Paiute-Shoshone Tribe's Business Council.

c. Cooperation. Both Parties will cooperate in good faith to undertake



all State-requested compliance checks jointly. The Fallon Paiute-Shoshone Tribe's Police Department or other authorized agency will make reasonable efforts to arrange and conduct all State-requested compliance checks within twenty-four (24) hours of being provided written notice of such request by the State. All such written notices shall be sent to the Chief of Police and the Chairman of the Tribe. 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.

G. Dispute Resolution.

1. Neither Party, nor officers acting on either Party's behalf, may petition for judicial relief to enforce this Compact unless (a) the dispute resolution process described in subsections 2(a) through 2(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 litigation arise under this Compact, the Parties agree as follows:

- a. The litigation may only take place in the United States District Court for the District of Nevada and any court having appellate jurisdiction thereover;
- b. Venue for said litigation shall be the Northern District of the United States District Court of Nevada located in Reno, Nevada, and the Parties hereto are deemed to have waived the right to claim *forum non conveniens* should litigation be filed there; and
- c. The Parties waive their sovereign immunity from suit, only in said United States District Court of Nevada and any court having appellate jurisdiction thereover, and only for prospective declaratory and injunctive relief, brought by the Parties hereto, and no other. No waiver of sovereign immunity extends to monetary relief of any kind or nature whatsoever, including, but not limited to any award of attorney's fees and costs, which, the Parties also agree, must be borne by each Party, respectively.

2. 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 thirty (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 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 the 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.

3. 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.

4. 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.

H. Termination. This Compact may be terminated with sixty (60) days' prior written notice that the Tribe is in default if the Department determines that the Tribal government laws relating to the possession, delivery, cultivation, production, processing, testing and use of marijuana products are not as restrictive as the provisions of chapters 453A and 453D of the Nevada Revised Statutes and any regulations adopted pursuant thereto or that the Tribal government is not enforcing those laws, provided:

1. The State has given the Tribe written notice detailing the claimed default, and granting the Tribe a 45 day period of time to cure the default. In the event that the State determines that the default has been cured or the Tribe has cured the default or is making satisfactory progress toward the cure of the default during the 45 day period, the notice of default shall be withdrawn;

2. In the event that the State determines that the Tribe has not cured the default, that satisfactory progress in the cure of the default is not being made by the Tribe, or that it is impossible for the Tribe to cure the default within 45 days of the notice of default, then, the State shall give written notice to the Tribe of the State's determination, whereupon, the Tribe may invoke the alternative dispute resolution procedures of subsection G., above, by giving notice within ten days to the State that the alternative dispute process has been invoked by the Tribe. The outcome of the alternative dispute resolution process will determine whether the Compact may be terminated by the State, should the alternative dispute process be invoked.

3. Should the Tribe fail or refuse to invoke the alternative dispute process, then, the State's determination to terminate stands.

I. Sovereign Immunity. The State agrees that, except for the limited purpose of resolving disputes in accordance with subsection G., 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. Except as expressly provided otherwise, herein, the Tribe retains its sovereignty and immunity from suit.

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:	Office of the Governor General Counsel 101 N. Carson Street Carson City, NV 89701
	Department of Taxation Executive Director 1550 College Parkway, Suite 115 Carson City, NV 89706
For the Tribe:	Tribal Chairman Fallon Paiute-Shoshone Tribe 565 Rio Vista Dr. Fallon, NV 89406 (775)423-6075

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 General Counsel 101 N. Carson Street Carson City, NV 89701
With a copy to:	Department of Taxation Executive Director 1550 College Parkway, Suite 115 Carson City, NV 89706
If to the Tribe:	Tribal Chairman Fallon Paiute-Shoshone Tribe 565 Rio Vista Dr. Fallon, NV 89406

(775)423-6075

With a copy to: Wes Williams Jr.  
Law Offices of Wes Williams Jr., PC  
P.O. Box 100  
Schurz, NV 89427  
(775)530-9789

### VII. Effect, Duration, and Amendment

A. Term. This Compact shall remain in effect for a term of ten (10) 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 (10) years, unless a party provides written notice to the other, no later than one hundred twenty (120) days before the expiration of the then current ten (10) 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 20<sup>th</sup> day of February, ~~2017~~<sup>2018</sup>

STATE OF NEVADA

  
Bryan Sandoval, Governor

FALLON PAIUTE-SHOSHONE TRIBE

  
Len George, Chairman