

CANNABIS AGREEMENT
Between
THE MOAPA BAND OF PAIUTE INDIANS
And
THE STATE OF NEVADA

I. Introduction

This Agreement (“Agreement”) is made by and between the Moapa Band of Paiute Indians (“Tribe”) and the State of Nevada. The State is authorized to enter into this Agreement pursuant to Nevada Revised Statutes (“NRS”) §223.250 and by the provisions of Nevada Revised Statutes §§277.080 to 277.170.

II. Definitions

A. “Agreement” means this Cannabis Agreement between the Tribe and the State of Nevada, as may be amended.

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

C. “CCB” means Nevada’s Cannabis Compliance Board.

D. “Cannabis” has the same meaning as in NRS 678A.085.

E. “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.

F. “Indian Country” means the lands of the Tribe, including the Tribe’s Reservation, and all lands held in trust status by the United States for the Tribe or its Tribal Members.

G. “Marijuana,” “edible marijuana products,” “marijuana concentrates,” “marijuana- infused products,” and “useable marijuana” as used in this Agreement shall have the same meanings as in NRS 453.096 or any amendments thereto. Together, these terms shall be referred to as “cannabis product” or “cannabis products.”

H. “Cannabis cultivation facility” means any cannabis cultivator in Indian Country licensed or otherwise allowed by the Tribe pursuant to Moapa Band of Paiutes Amended Regulation and Taxation of Marijuana Act also known as “MRTMA” Sec. 203(14) to cultivate and sell cannabis at wholesale to cannabis product manufacturing facilities and other cannabis cultivation facilities.

I. “Cannabis dispensary” or “cannabis store” means any cannabis business in Indian Country licensed or otherwise allowed by the Tribe pursuant to MRTMA Sec. 203(26) to sell or dispense cannabis products.

J. “Cannabis product manufacturing facility” means any cannabis processor in Indian Country licensed or otherwise allowed by the Tribe pursuant to MRTMA Sec. 203(19) to process cannabis into useable cannabis, cannabis concentrates, and cannabis-infused products, package and label useable cannabis and cannabis infused products for sale to cannabis dispensaries or cannabis stores, and sell cannabis products at wholesale to cannabis dispensaries or cannabis stores.

K. “Department” means the Nevada Department of Taxation.

L. “Parties,” as defined in Part III, means the State and the Tribe.

M. “Tribe’s Law” means any and all Statutes, Law and Order Codes, Ordinances, and Regulations and any amendments thereto that have been or will be adopted by the Tribe related to the regulation of cannabis, including, but not limited to the Tribal Resolution: No. M-17-12-54 and Moapa Band of Paiutes Amended Regulation and Taxation of Marijuana Act also known as “MRTMA.”

N. “State,” as defined in Part III, means the State of Nevada.

O. “State Licensee” means any cannabis product manufacturing facility, cannabis cultivation facility, cannabis distributor, cannabis testing facility, adult-use retail cannabis store or medical cannabis dispensary licensed by the State.

P. “State Tax” means any cannabis excise tax or sales and use tax imposed by the State on sales of recreational marijuana and medical marijuana products.

Q. “Tribal Distributor” means a distributor licensed by the Tribe that transports cannabis on behalf of the Tribe in Indian Country and as defined in MRTMA Sec. 203(15).

R. “Tribal Distributor Agent” means an agent of the Tribe who is authorized and carded to work and/or volunteer for a Tribal Distributor.

S. “Tribal Enterprise” means a business or agency owned in whole or in part by the Tribe and authorized to sell cannabis products and as defined in MRTMA Sec. 203(30).

T. “Tribal Tax” means a tax imposed by the Tribe on cannabis activities.

U. “Tribe” as defined in Part III, means the Moapa Band of Paiute Indians as defined in MRTMA Sec. 203(29).

III. Parties

The Parties to this Agreement are the Tribe and the State (collectively, the "Parties").

The Tribe is located on the Moapa River Indian Reservation, consisting of Tribal trust land and Tribal fee land, located in Clark County, in the State of Nevada. The Tribe is a federally-recognized Indian tribe possessed of the full sovereign powers of a tribal government.

The State is a state within the United States of America, possessed of the full powers of a state government. The Nevada Department of Taxation (the "Department") is an executive department of the State government operating under the authority of the Governor, which had statutory authority with respect to cannabis under Nevada Revised Statutes ("NRS") Chapters 453A and 453D until June 30, 2020. As of July 1, 2020, all statutory authority with respect to cannabis transferred to the Cannabis Compliance Board ("CCB") and Title 56 of the NRS. The Department still has authority with respect to the taxation of cannabis sales. The Nevada Cannabis Compliance Board Regulations ("NCCR") are the regulations governing the licensure and administration of cannabis in Nevada.

The Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign.

NRS 223.250 allows the Governor to enter into an agreement with any federally-recognized Indian tribe located within the geographical boundaries of Nevada regarding cannabis.

IV. Purpose and History

Historically, the cultivation, possession, delivery, distribution, and sale of cannabis 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 cannabis, cannabis concentrates, useable cannabis, and cannabis-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 stated 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 treated tribal governments the same as state governments in the decision to legalize marijuana.

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

The State and the Tribe recognize the need for cooperation and collaboration with regard to cannabis in Indian Country. The State has authorized the entry of this Agreement 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 cannabis 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 Agreement does not protect

the sales or regulation of marijuana in Indian Country from federal law; however, the Parties have entered into this Agreement 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 cannabis, edible cannabis products, cannabis-infused products and cannabis products are at least as restrictive as the provisions of Title 56 of the NRS and any regulations adopted pursuant thereto and the Tribal government is enforcing or will enforce those laws. The Parties acknowledge that updating the laws of the Tribal government is a continuing duty.

The Parties agree that it is in the best interests of the Tribe and the State that they enter into this Agreement to enhance public health and safety, ensure a lawful and well-regulated cannabis market, encourage economic development in Indian Country, and provide fiscal benefits to both the Tribe and the State.

V. Terms

A. Applicability

This Agreement applies to the cultivation, processing, and sale of cannabis products in Indian Country where the Tribe or a Tribal Enterprise (i) delivers, causes delivery to be made to, or receives delivery of cannabis products from a State Licensee,¹ or (ii) physically transfers possession of cannabis products from the seller to the buyer within Indian Country. Except as otherwise provided herein, the cultivation, processing, sale, and possession of cannabis products in Indian Country pursuant to the Tribe's Law and in accordance with this Agreement are not subject to the terms of Title 56 of the NRS, NCCR, and any amendments thereto and any such activities will not be a criminal or civil offense under Nevada state law.

B. Medical Marijuana Dispensary and Retail Store Sales

The Tribe and/or its Tribal Enterprises may sell medical and retail cannabis products in Indian Country pursuant to Tribe's Laws and this Agreement.

1. The Tribe shall notify the CCB at least 30 days prior to the opening of any medical cannabis dispensary or retail store location owned by the Tribe or a Tribal Enterprise. Such notification shall include:

- a. The identity of the Tribal entity which is operating the medical cannabis dispensary or retail store location;
- b. Location of the premises; and

¹ This Agreement does not authorize delivery and retail sales to consumers in non-Indian Country as delineated in subsection B(5) of section V in this Agreement.

- c. Certification that the premises are located in Indian Country.

2. Dispensary sales of all cannabis products by the Tribe and any Tribal Enterprise must be conducted in accordance with Tribe's Laws and the internal policies and controls of the Tribe or Tribal Enterprise. The Tribe's Laws as they exist on the date of this Agreement, are attached as Exhibit A, respectively. Current copies of the Tribe's Laws (in addition to medical marijuana and retail 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 Tribe's Laws that may affect cannabis products within ten (10) working days of the date of adoption by the Tribe.

3. All cannabis products purchased by a medical cannabis dispensary or retail 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. The medical cannabis dispensary or retail store will input or cause to be inputted all delivered purchases into the State's tracking system within twenty-four (24) hours of any such delivery.

4. All cannabis 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.

5. A Tribal Distributor may transport cannabis between the Tribe and any State Licensee, including a medical cannabis and adult-use cannabis dispensary licensed by the State. When a Tribal Distributor transports cannabis in non-Indian Country, the Tribe will require that the Tribal Distributor Agent have in his or her immediate possession, at all times during the transport, an agent card issued by the Tribe and a cannabis establishment agent registration card issued by the State. The Tribe may require State Licensees transporting cannabis in Indian Country to have in his or her immediate possession, at all times during the transport, cannabis establishment agent registration cards issued by the State and the Tribe. The Parties agree that Tribal Distributors and State Licensees must abide by the laws of the State and Tribe when transporting in Indian Country and in non-Indian Country. This Agreement does not authorize the Tribe or any agent of the Tribe to transport cannabis or cannabis products to any person not in Indian Country, other than a State Licensee.

6. The Parties agree to maintain up-to-date websites and/or databases with a list of Tribal Distributors and adult-use cannabis distributors licensed to transport

by the State and the Tribes and Tribal Enterprises. The Parties mutually agree to communicate within five business days or as soon as reasonably possible the discipline of a Tribal Transporter and adult-use cannabis distributor for violations of the State and/or the Tribe's Law.

C. Cultivating and Processing of Cannabis Products

The Tribe may allow the cultivating and processing of cannabis products in Indian Country pursuant to the following terms:

1. The Tribe shall notify the CCB at least 90 days prior to the start of operations of any cannabis product manufacturing facility or cannabis cultivation facility by the Tribe or a Tribal Enterprise. Such notifications shall include:

- a. The identity of the Tribal entity which is operating the cannabis product manufacturing facility or cannabis cultivation facility;
- b. Location of the premises; and
- c. Certification that the premises are located in Indian Country.

2. Cultivating and processing of cannabis products by the Tribe and any Tribal Enterprise must be conducted in accordance with the Tribe's Laws and the internal policies and controls of the Tribe or Tribal Enterprise. The Tribe's Laws as they exist on the date of this Agreement are attached as an Exhibit. Current copies of the Tribe's Laws and any internal cannabis 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 Tribe's Laws that may affect cannabis products within ten (10) days of the date of adoption by the Tribe.

3. The State may require that cannabis products sold by cannabis product manufacturing facilities and cannabis cultivation facilities to State Licensees be packaged, tested and labeled in compliance with State cannabis 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. State Licensees

1. The Tribe and Tribal Enterprises may purchase cannabis products from or sell cannabis 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 cannabis products purchased from or sold to State

Licensees must be tested by a medical or adult-use cannabis independent testing laboratory licensed by the State to equivalent or higher standards as those required by Nevada's cannabis laws. Prior to testing, the Tribe and Tribal Enterprise will input, at a minimum, into the State's traceability system the following information:

- a. Facilities;
- b. Items;
- c. Packages;
- d. Units of Measure;
- e. Lab Tests;
- f. Locations;
- g. Transfers;
- h. Strains;
- i. Plants;
- j. Plant batches; and
- k. Harvests.

Should the categories or information inputted into the State's traceability system need changing or refining, the State will provide notice of the change to the Tribe. If the Tribe is unable to implement the changes within thirty (30) days of the State's notice, the Parties agree to meet to discuss a reasonable time to implement the changes. If the Parties cannot agree on a time to implement the changes, the Tribe may invoke the dispute resolution process described in subsection G of section V. All sales between the Tribe and/or Tribal Enterprise and State Licensees will be suspended until completion of the dispute resolution process.

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 cannabis products from or to the Tribe or a Tribal Enterprise in accordance with the terms of this Agreement and the Tribe's Law.

3. To the extent necessary, the State will work with the Tribe, Tribal Enterprise, and with any State Licensees or otherwise authorized cannabis product manufacturing facilities, cannabis cultivation facilities, medical cannabis dispensaries and retail stores to assure such entities that the Tribe and Tribal Enterprises are legally authorized to purchase and sell cannabis products pursuant to the terms of this Agreement.

E. Taxes

1. State Tax.

a. If a Tribe's cannabis cultivation facility completes a wholesale sale to a state licensed cannabis establishment in non-Indian Country, the excise tax imposed by NRS 372A.290(1)-(2) must be paid by the Tribes' cannabis cultivation facility to the Department at the rate set forth in the statute multiplied by the fair market

value of the cannabis at wholesale (any amendments to, including changes in the applicable tax rate, or subsequent codifications of, the statutes will be applicable).

b. Nothing in this Agreement authorizes the Tribe to make retail sales of cannabis or cannabis products to consumers in non-Indian Country. The location of a retail sale will be determined in accordance with the rules set forth in Chapters 372 and 360B of the NRS and NAC. Such unauthorized sales constitute a material breach of this Agreement. Upon written notification to the Tribe, the State shall be entitled to immediately suspend or terminate this Agreement if the State discovers such unauthorized sales.

c. 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 medical marijuana card holders in Indian Country related to any commercial activity related to the production, processing, sale, and possession of cannabis products governed by this Agreement. To the extent Tribal Tax is erroneously collected and remitted to the State, the State shall reimburse any such amount to the Tribe within a reasonable amount of time of discovery by any party. To the extent that any State Tax is erroneously collected and remitted to the Tribe, the Tribe shall reimburse any such amount to the State within a reasonable amount of time of discovery by any party. Any reimbursed amounts received by the Tribe will be used for Essential Government Services. No reimbursement will be granted of State Tax collected from a consumer by State Licensees on the sale of cannabis or cannabis product in non-Indian Country if that cannabis or cannabis product was originally purchased by the State Licensee from the Tribe or Tribal Enterprises. The State Sales Tax must be collected on sales made in non-Indian Country, in accordance with Chapters 372 and 360B of the Nevada Revised Statutes and remitted to the State of Nevada.

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 cannabis 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 cannabis taxation under state or federal law; or (3) the transaction involves cannabis 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. 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.

3. **Tax Compliance.**

At the State's request, the Tribe will obtain, at its own expense, an Auditor to test the Tribe's compliance with this subsection of the Agreement (subsection E of section V). The Auditor will review a sample of records, to be determined by the Auditor, to

verify the requirements of this subsection 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 subsection. This subsection does not limit the State's authority to conduct examinations pursuant to NRS Chapter 360.

F. Safety and Enforcement

The Tribe shall be responsible for and address safety and enforcement issues in accordance with the Tribe's Laws, this Agreement, and internal policies and controls of the Tribe or Tribal Enterprise.

1. **Premises Checks**

a. **By the Tribe.** The authorized agency may conduct its own premises checks in Indian Country to observe compliance with the Tribe's Laws and this Agreement and to provide support and education to Tribal Enterprises and staff. To the extent it is informed of the results of such premises checks, the Tribe's Tribal 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 Tribe's authorized agency. The State may be, and is authorized to be, present to observe any such check to observe compliance with this Agreement and with the Tribe's Laws. The State can observe any part of the program during these checks. The State will contact the Tribe's Chairperson to provide twenty-four (24) hours' written notice of such premises check. The 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 Tribe's authorized agency to conduct. The State and Tribe will share the results of such premises checks with Tribe's Tribal Council. The State will not request such checks to 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 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 Tribe's authorized agency from the State.

c. **Cooperation.** With regard to Paragraph b., above, both Parties agree to cooperate in good faith to undertake all State-requested premises checks jointly. The authorized Tribal authorities will make reasonable efforts to arrange and conduct all State-requested premises checks within twenty-four (24) hours of receiving written notice of such request by the State. All such written notices shall be sent to the Chairperson 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 cannabis 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 Tribe's authorized agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such checks, the Tribe's Tribal 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 Tribe's authorized agency to provide twenty-four (24) hours' written notice of such compliance check. The authorized Tribal authorities must observe and participate in all compliance checks. The State will share the results of such compliance checks with the Tribe's Tribal Council.

c. **Cooperation.** Both Parties will cooperate in good faith to undertake all State-requested compliance checks jointly. The Tribe's 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 Chairperson 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**

Should a dispute arise between the Parties regarding compliance with this Agreement by either Party, or by their officers, employees or agents, the Parties will attempt to resolve the dispute through the following dispute resolution process:

1. **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.

2. **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 1. 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.

3. **Mediation**

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 1 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.

4. **Arbitration**

a. If a Party terminates the dispute resolution 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 Agreement, and such violation is not or cannot be cured within thirty (30) days after issuance of the arbitrator's written decision, then the other Party may terminate this Agreement with sixty (60) days' prior written notice;

- i. The arbitrator shall have no authority to award monetary damages or issue injunctive or other equitable relief; and,
- ii. Each Party will bear its own legal costs incurred under this section. All costs of the arbitrator will be shared equally.

b. If after mediation the dispute remains unresolved and binding arbitration is not initiated within one hundred twenty (120) days after the date the mediator is selected, either Party may terminate this Agreement upon 30 days' written notice sent to the persons listed in section VI of this Agreement.

c. In any action filed by a third party challenging either the Tribe's or the State's authority to enter into or enforce this Agreement, the Parties each agree to support the Agreement and defend their own separate authority to enter into and implement this Agreement; provided, however, that this provision does not waive, and must not be construed as a waiver of, the sovereign immunity of the Tribe, or the State, or any of its subdivisions or enterprises thereof.

H. Termination

This Agreement may be terminated with sixty (60) days' prior written notice that the Tribe is in default if the CCB determines (i) that the Tribal government laws relating to the possession, delivery, cultivation, production, processing, testing and use of cannabis products are not as restrictive as the provisions of Title 56 of the Nevada Revised Statutes and any regulations adopted or any amendments thereto; (ii) that the Tribal government is not enforcing its laws; or (iii) that the Tribal government violated State law or regulations or the terms of this Agreement, 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 dispute resolution process 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 Agreement 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 Agreement 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 cannabis regulation by the Tribe shall be in accord with this Agreement. 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 Agreement 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 Agreement.

VI. Communication and Notice

A. Communication

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

For the State:

Office of the Governor
General Counsel
101 N. Carson Street
Carson City, NV 89701
(775) 684-5670

Cannabis Compliance Board
Executive Director
P.O. Box 1948
Carson City, NV 89701
(775) 687-6299

For the Tribe:

Tribal Chairperson
Moapa Band of Paiutes
1 Lincoln Street
Moapa, NV 89025
Phone: (702) 825-2787

The Parties agree that if either party believes that the goals and objectives of this Agreement 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 Agreement shall be sent as follows:

If to the State:	Office of the Governor General Counsel 101 N. Carson Street Carson City, NV 89701 (775) 684-5670
With a copy to:	Cannabis Compliance Board Executive Director P.O. Box 1948 Carson City, NV 89701 (775) 687-6299
If to the Tribe:	Tribal Chairperson Moapa Band of Paiutes 1 Lincoln Street Moapa, NV 89025 Phone: (702) 825-2787
With a copy to:	Moapa Band of Paiutes Department of Taxation 1 Lincoln Street Moapa, NV 89025

VII. Effect, Duration, and Amendment

A. Term

This Agreement shall remain in effect for a term of five (5) years, unless the Parties mutually agree in writing that the Agreement should be vacated or terminated and superseded by a new agreement or compact between the Parties within that time frame. This Agreement shall be automatically renewed for successive periods of five (5) 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 five (5) year period that it wishes to modify the terms of the Agreement.

B. Amendment

No amendment or alteration of this Agreement shall arise by implication or course of conduct. This Agreement may be altered only by a subsequent written document, approved by the Parties, expressly stating the Parties' intention to amend this Agreement.

C. Severability

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

D. Change in Classification

If the classification of marijuana as a Schedule I drug is altered in any way or current federal marijuana enforcement policy substantively changes, the Parties agree to meet and discuss the need to modify this Agreement. If such modifications cannot be agreed upon, then either Party may invoke the dispute resolution process described in subsection G of section V, above.


This Agreement is hereby made this 16TH day of APRIL, 2021.

STATE OF NEVADA



Governor

MOAPA BAND OF PAIUTES



Laura Parry, Chairperson of the Moapa
Business Council

EXHIBIT A

EXHIBIT A

THE MOAPA BAND OF PAIUTES
AMENDED REGULATION AND TAXATION OF MARIJUANA ACT
(April 15, 2021)

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Sec. 101. Short Title.

This Act may be cited as the “Moapa Band of Paiutes Amended Regulation and Taxation of Marijuana Act,” “MRTMA,” or “the Act.”

Sec. 102. Effect.

Upon the date of enactment by resolution of the Business Council, this Act shall supersede and replace all inconsistent provisions of Tribal law, and is intended to replace the initial MRTMA that was enacted by the Tribe with an effective date of March 1, 2017 and the amended MRTMA with an effective date of December 20, 2017.

(amended April 15, 2021)

Sec. 201. Authority and Jurisdiction.

(1) **Sovereignty.** The Moapa Band of Paiute Indians is a federally-recognized Indian Tribe, possessing inherent sovereign authority over the Moapa River Reservation since time immemorial.

(2) **Jurisdiction.** This Act applies to all persons and activities on all land within the Moapa Reservation as set forth in this section.

(a) The Tribe has inherent sovereignty to exercise criminal jurisdiction over all Indians, and civil authority and jurisdiction over the conduct of Tribal members and all other persons on all lands within the exterior boundaries of the Reservation to maintain the health, safety, welfare, political integrity, and economic security of the Tribe.

(b) Because any violations of this Act will demonstrably and seriously impact the public health, safety, welfare, political integrity, and economic security of the Tribe, this Act shall apply to:

(i) all persons within the exterior boundaries of the Reservation including but not limited to Tribal members, Indians who are members of other Indian Tribes, non-Indians, and any other person as defined in the Act;

(ii) all persons, households, commercial businesses, visitors, private contractors, and all other entities and/or facilities that operate within the Reservation; and

(iii) all places and lands located anywhere within the exterior boundaries of the Reservation, including all trust and non-trust lands, notwithstanding the issuance of any patent, fee, allotment, right-of-way, lease, or any real property interest of

any kind, held by any person, and any lands that may be hereafter added to the Reservation by purchase or acquisition.

(c) Any person who uses or occupies land anywhere within the Reservation, whether trust or non-trust land, or enters any marijuana business or event within the Reservation, is presumed to have consented to the civil jurisdiction of the Tribe for the purpose of implementing and enforcing this Act.

(3) **Authority.** The Business Council of the Tribe has the power to manage all economic affairs and enterprises on the Reservation, pursuant to Article V, Section 1(e) of the Constitution; as well as the authority to promulgate and enforce ordinances levying taxes, appropriating funds, providing for licensing of nonmember business and trading activity, maintaining law and order and administration of justice, and providing for exclusion from the Reservation, pursuant to Article V, Section 1(f); and the authority to delegate to subordinate officials necessary powers pursuant to Article V, Section 1(i).

Sec. 202. Findings and Purpose.

The Moapa Band of Paiutes finds and declares that:

(1) The Tribe has decided to open certain lands within its jurisdiction to the possession, consumption, cultivation, processing and distribution of recreational marijuana by enacting this law into the Tribal Code.

(2) It is in the interest of public health and public safety to declare that the use of marijuana should be legal for person 21 years of age and older and that the cultivation and sale of marijuana should be regulated similar to other legal businesses.

(3) All marijuana businesses located within the Reservation shall be owned and operated by the Tribe.

(4) Cultivating, manufacturing, testing, transporting and selling marijuana will be strictly controlled through Tribal approval and oversight.

(5) Selling or providing marijuana to persons under 21 years of age shall remain illegal.

(6) Driving under the influence of marijuana shall remain illegal.

(7) Use of marijuana in public places shall remain illegal.

(8) Marijuana sold within the Reservation will be tested and labeled, and indicia of Tribal taxation will be affixed thereto.

Sec. 203. Definitions.

As used in this Act, unless the context otherwise requires:

- (1) “Business Council” means the elected Business Council of the Moapa Band of Paiutes, the governing body of the Tribe.
- (2) “Community facility” means a facility licensed to provide day care to children, a public park, a public playground, a public swimming pool, a center or facility the primary purpose of which is to provide recreational opportunities or services to children or adolescents, or a church or other building, structure, or place used for ceremonies, gatherings, worship or other religious purpose.
- (3) “Compact” means the Marijuana Compact Between the Moapa Band of Paiute Indians and the State of Nevada, as approved by both the Tribe and the State.
- (4) “Concentrated marijuana” means the separated resin, whether crude or purified, obtained from marijuana.
- (5) “Constitution” means the Constitution of the Moapa Band of Paiute Indians of the Moapa River Reservation, Nevada, as amended.
- (6) “Consumer” means a person who is 21 years of age or older who purchases marijuana or marijuana products for use by persons 21 years of age or older, but not for resale to others.
- (7) “Department” means the Tribe’s Department of Taxation. The Director of Taxation is authorized to act on behalf of the Department of Taxation for purposes of this Act, and references to Department herein shall refer to the Director of Taxation or any Tribal official designated by the Business Council to fulfill the Director’s duties under this Act.
- (8) "Excluded felony offense" means a conviction of an offense that would constitute a category A felony if committed in the State of Nevada or convictions for two or more offenses that would constitute felonies if committed in Nevada, but does not include:
 - (a) A criminal offense for which the sentence, including probation, incarceration or supervised release, was completed more than 10 years ago; or
 - (b) An offense involving conduct that would be immune from arrest, prosecution or penalty under chapter 493A of the Nevada Revised Statutes.
- (9) “Foreign Marijuana Business” means an individual or entity that is not a Tribal entity, that owns or operates a marijuana establishment outside of the Reservation and is licensed to operate such establishment by the State of Nevada or another federally-recognized Indian tribe with a reservation in the State of Nevada.
- (10) “Licensee” means an individual or entity that owns or operates a marijuana business, and has received written approval from the Business Council or the MBPCC to operate that marijuana business within the Reservation.
- (11) “Marijuana” means all parts of any plant of the genus Cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound,

manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including .
“Marijuana” does not include:

(a) The mature stems of the plant, fiber produced from the stems, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stems (except the resin extracted therefrom), fiber, oil, or cake, the sterilized seed of the plant which is incapable of germination; or

(b) The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

(12) “Marijuana Business License” means the written approval and associated documents issued to a marijuana establishment, marijuana club or similar marijuana business by the Tribe to permit operation of a marijuana business within the Reservation.

(13) “Marijuana club” means a building, venue or a designated part thereof, that is off-limits to any person under the age of 21 and is licensed by the Tribe as a private place for persons aged 21 and older to lawfully use marijuana or marijuana products. It does not include the entire area located within the designated exterior boundary of a marijuana event, as defined in this Act.

(14) “Marijuana cultivation facility” means an entity licensed by the Business Council or the MBPCC to cultivate, process, and package marijuana, to have marijuana tested by a marijuana testing facility, and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

(15) “Marijuana distributor” means an entity licensed by the Business Council or the MBPCC to transport marijuana from a marijuana establishment to another marijuana establishment.

(16) “Marijuana establishment” means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, a marijuana distributor, a retail marijuana store, or a retail store offering marijuana paraphernalia for sale.

(17) “Marijuana event” means any temporary event, meeting, concert, festival, convention, competition, exposition, fair or similar gathering approved by the Business Council, which has a designated exterior boundary that encloses the event, and where the use, possession or sale of marijuana is a primary purpose of the event.

(18) “Marijuana paraphernalia” means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

(19) “Marijuana product manufacturing facility” means an entity licensed by the Business Council or the MBPCC to purchase marijuana, manufacture, process, and package marijuana and marijuana products, and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

(20) “Marijuana products” means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

(21) “Marijuana testing facility” means an entity licensed by the Business Council or the MBPCC to test marijuana and marijuana products, including for potency and contaminants.

(22) “MBPCC” means the Moapa Band of Paiutes Cannabis Commission, an agency of the Tribe.

(23) “Process” means to harvest, dry, cure, trim, and separate parts of the marijuana plant by manual or mechanical means, such as sieving or ice water separation, or through a safe chemical process that does not use volatile or explosive chemicals.

(24) “Public place” means an area on the Reservation to which the public is invited or in which the public is permitted regardless of age. “Public place” does not include a marijuana establishment, a marijuana club, or an area within a marijuana event that meets the requirements of a marijuana club under this Act, or a private residence not owned or administered by the Moapa Housing Authority. “Public place” does include:

- (a) any outdoor areas of the Reservation, including roads, parking lots, businesses, and rights of way, unless part of an approved marijuana event;
- (b) vehicles parked or operating anywhere within the Reservation;
- (c) any gaming facility owned or operated by the Tribe; or
- (d) any place, building, location, or area designated by the Business Council as “off-limits” to marijuana.

(25) “Reservation” means the Moapa River Reservation of the Moapa Band of Paiute Indians, located in Clark County, Nevada as defined by Executive Order of February 12, 1874, 18 Stat. 420 (March 3, 1875), Secretarial Order of July 3, 1875, Executive Order of July 31, 1903, Exec. Order No. 1649 (November 26, 1912), Exec. Order No. 1632 (Oct. 28, 1912), Public Law 96-491, S. 1135, 94 Stat. 2561 (December 2, 1980) and all lands of any kind within the exterior boundaries of the Reservation or lands added thereto. The Reservation also includes all lands which are now or hereafter added to the Reservation and subject to the jurisdiction of the Tribe and all lands to which the Tribe holds legal or equitable title.

(26) “Retail marijuana store” means an entity approved by the Business Council or the MBPCC to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities and retail marijuana stores, and to sell marijuana and marijuana products to consumers.

(27) “Serious felony offense” means a conviction of an offense that would constitute a serious felony as determined by the Business Council, including but not limited to, tribal, state or federal felonies involving firearms, illegal drugs, money laundering, RICO offenses, fraud, corruption or theft.

(28) “THC” means delta-9-tetrahydrocannabinol, which is the primary active ingredient in marijuana and includes delta-8 tetrahydrocannabinol.

(amended April 15, 2021)

(29) “Tribe” or “Tribal” means the Moapa Band of Paiute Indians, a federally-recognized Indian tribe.

(30) “Tribal entity” means an entity created by the Tribe, in which the Tribe owns at least 51% of the entity and exercises ultimate control and management authority over the entity.

To the extent that the State of Nevada or the Nevada Cannabis Compliance Board, via legislation or regulation, define the terms “marijuana” or “THC” in a manner that differs from the definitions herein, it is the Tribe’s intent to use the State’s definitions.

(amended April 15, 2021)

Sec. 301. Establishment of the Moapa Band of Paiutes Cannabis Commission.

(1) The Business Council hereby establishes the Moapa Band of Paiutes Cannabis Commission as an agency of the Tribe.

(2) The MBPCC shall consist of the elected members of the Business Council and any other person appointed to the Commission by resolution of the Business Council, unless and until the Business Council determines by resolution to enact different membership and appointment requirements to ensure that qualified persons other than members of the Business Council serve on the Commission.

(3) No more than seven (7) persons shall serve on the MBPCC at any one time.

(4) The MBPCC shall have the following powers and duties:

(a) To draft regulations, policy and guidance required under this Act for approval by the Business Council;

(b) To develop a procedure for issuing Marijuana Business Licenses and the requirements for establishing and approving marijuana businesses within the Reservation;

(c) To issue written documents approving the operation of Tribal marijuana businesses within the Reservation and setting any applicable conditions, limitations and procedures for such operation;

(d) To develop a procedure for registering foreign marijuana businesses and the requirements for allowing a foreign marijuana business to transact within the Reservation;

(e) To enforce the licensing, registration and other non-tax provisions of this Act subject;

(f) To hire and employ persons as agents of the MBPCC and delegate enforcement and regulatory duties of the MBPCC to such persons;

(g) Other duties necessary to carry out this Act as assigned by resolution of the Business Council.

(5) No person shall serve on the MBPCC or be employed by the MBPCC for enforcement purposes if that person is employed by any marijuana establishment or marijuana club within the Reservation.

(6) All actions of the MBPCC shall be subject to review, modification and rescission by the Business Council.

Sec. 401. Legalization of Certain Acts by Persons.

(1) Notwithstanding any other provisions of Tribal law, State law and the law of any political subdivision of the State, except as otherwise provided in this Act or by resolution of the Business Council, it is lawful for persons age 21 and older to:

(a) Possess, use, consume, purchase, obtain, process, or transport marijuana paraphernalia, one ounce or less of marijuana other than concentrated marijuana of one-eighth of an ounce or less of concentrated marijuana;

(b) Possess, cultivate, process or transport not more than six marijuana plants for personal use and possess the marijuana produced by the plants on the premises where the plants were grown, provided that cultivation takes places within a closet, greenhouse, room or other enclosed area that is equipped with a lock or security device that allows access only to persons authorized to access the area.

(c) Give or otherwise deliver one ounce or less of marijuana, other than concentrated marijuana, or one-eighth of an ounce or less of concentrated marijuana without remuneration to a person provided that the transaction is not advertised or promoted to the public;

(d) Possess, use, transport, or purchase marijuana paraphernalia; and

(e) Assist another person who is 21 years of age or older in any of the acts described in this section.

(2) Commission of the acts deemed lawful by this section shall not be used as the basis for prosecution or penalty by the Tribe, and must not be a basis for seizure or forfeiture of assets.

(3) It shall remain unlawful to use, consume, purchase, obtain, cultivate or process marijuana and marijuana products in any public place within the Reservation.

Sec. 402. Legalization of Marijuana Establishments.

(1) **Ownership and Licensing.** All marijuana establishments located or operated within the Reservation shall be owned by the Tribe or a Tribal entity, and licensed by the MBPCC or Business Council. Ownership of marijuana establishments by individuals or by entities that are not agencies of the Tribe or Tribal entities is prohibited, except for:

- (a) Marijuana distributors licensed by the State of Nevada to transport marijuana may operate within the Reservation for the purpose of transporting marijuana to or from marijuana establishments located outside of the Reservation;
- (b) Marijuana testing facilities that are located outside of the Reservation and licensed by the State of Nevada that provide testing services to marijuana establishments within the Reservation;
- (c) Marijuana events held within the Reservation that are organized, owned and/or operated by non-Tribal entities; and
- (d) Vendors and exhibitors operating solely within an approved marijuana event.

(2) Any entity excepted from Tribal licensure requirements as set forth in subsections (1)(a), (1)(b) and (1)(d) shall be required to register as a foreign marijuana business before transacting business within the Reservation.

(3) **Lawful Activities.** Notwithstanding any other provisions of applicable law, except as otherwise provided in this Act or any regulations adopted pursuant to this Act, it is lawful for the Tribe, a Tribal entity or an agency of the Tribe to own and operate marijuana establishments within the Reservation, and to conduct the following activities in operating a marijuana establishment:

- (a) Cultivate, harvest, package, process, manufacture, or possess marijuana and marijuana products;
- (b) Transport marijuana and marijuana products to or from a marijuana testing facility, a marijuana cultivation facility, or a marijuana product manufacturing facility;
- (c) Transfer and transport marijuana and marijuana products between marijuana establishments;
- (d) Use the services of a marijuana distributor to transport marijuana or marijuana products to or from marijuana establishments;
- (e) Sell marijuana and marijuana products to a retail marijuana store or a marijuana product manufacturing facility;
- (f) Sell marijuana and marijuana product to or from marijuana establishments;
- (g) Sell marijuana and marijuana product to consumers;

- (h) Sell marijuana to a marijuana cultivation facility, a marijuana product manufacturing facility, or a retail marijuana store;
- (i) Purchase marijuana from a marijuana cultivation facility;
- (j) Purchase marijuana and marijuana products from a marijuana production manufacturing facility;
- (k) Return marijuana or marijuana products to a facility from which they were purchased; and
- (l) Manufacture, possess, transport, or purchase marijuana paraphernalia, and distribute or sell marijuana paraphernalia to a person who is 21 years of age or older.

(4) **Unlawful Consumption.** Consumption and use of marijuana and marijuana products within marijuana establishments is prohibited, except as permitted under Tribal laws, rules and policies applying to marijuana clubs and marijuana events.

Sec. 403. Legalization of Marijuana Clubs.

(1) Notwithstanding any other provisions of applicable law, except as otherwise provided in this Act or any regulations adopted pursuant to this Act, it is lawful for the Tribe, a Tribal entity or an agency of the Tribe to own and operate marijuana clubs for the purpose of providing persons who are 21 years of age or older a non-public place to consume and use marijuana and marijuana products within the Reservation, provided that any marijuana club located within the Reservation:

- (a) Is not located in the same building as any other marijuana establishment, except as permitted for marijuana events by this Act;
- (b) Has security-controlled entrances to permit only persons who are 21 years of age or older to enter the marijuana club;
- (c) Is screened from public view so that no person outside of the marijuana club can see activities occurring inside the marijuana club; and
- (d) Does not conduct, or permit persons entering the marijuana club to conduct, any of the marijuana establishment activities listed in Section 402(3) of this Act, except for allowing possession and use of marijuana, marijuana products, and marijuana paraphernalia.

(2) The Business Council or the MBPCC may impose additional requirements, restrictions and conditions upon marijuana clubs as necessary to ensure the safety, health and welfare of patrons, visitors, employees and Tribal members.

(3) To ensure that Tribal law is at least as restrictive as State law and in compliance with the Compact, this Section 403 shall not go into effect unless and until State law is adopted or amended to allow such activity in locations subject to State regulation.

(amended April 15, 2021)

Sec. 404. Marijuana Events.

- (1) It shall be lawful to hold marijuana events within the Reservation, when approved by the Business Council, and only at times, dates and locations set by the Business Council.
- (2) The Tribe shall review proposals to hold marijuana events on a case-by-case basis.
 - (a) Individuals and non-Tribal entities that organize, own, and/or operate marijuana events within the Reservation and receive approval to hold a marijuana event by resolution of the Business Council are not required to obtain a separate Marijuana Business License to hold a marijuana event.
 - (b) The Business Council shall, at the time it approves a marijuana event, determine which provisions of Tribal regulations, guidance and policy shall apply to operation of the marijuana event, provided that, for the classes of regulations identified in Section 501(3) of this Act, vendors and promoters of marijuana events shall be held to standards as least as restrictive as those of the State of Nevada at all times.
 - (c) The Business Council may, at its discretion, impose additional fees, requirements, conditions and limitations on those who seek to hold marijuana events.
- (3) Consumption of marijuana and marijuana products within a marijuana event is only allowed in designated areas that comply with Tribal law, regulations and conditions for marijuana clubs.
- (4) Any vendors located within a marijuana event that will offer for sale, give away, or display marijuana or marijuana products to event attendees must possess a valid retail marijuana establishment license issued by the Tribe, the State of Nevada or another federally-recognized Indian tribe with a reservation in the State of Nevada, and, if applicable, a Foreign Marijuana Business Registration.
- (5) Sales of marijuana and marijuana products within events shall be subject to the Tribe's marijuana excise tax. Admission ticket sales shall be subject to the Tribe's live entertainment tax. Sales of any products other than marijuana or marijuana products shall be subject to the Tribe's sales tax.
- (6) Promoters, vendors, employees and attendees of marijuana events that do not comply with this section and applicable Tribal laws shall be subject to civil fines, forfeiture of marijuana and marijuana products, exclusion from the Reservation and possible referral to state or local law enforcement authorities.
 - (a) Promoters and vendors are deemed to have consented to the Tribe's jurisdiction by contracting with the Tribe or another entity to participate in the event, and shall be subject to enforcement of Tribal laws, taxes and fines as necessary to enforce this Act and the Tribal Tax Code.

(b) Attendees of marijuana events are deemed to have consented to the Tribe's jurisdiction by purchasing a ticket to attend a marijuana event within the Reservation.

(7) The Business Council retains sole and final authority to approve, disapprove, cancel, revoke, rescind or modify the approval of any marijuana event.

(8) To ensure that Tribal law is at least as restrictive as State law and in compliance with the Compact, this Section 404 shall not go into effect unless and until State law is adopted or amended to allow such activity in locations subject to State regulation.

(amended April 15, 2021)

Sec. 405. Licensure and Registration of Marijuana Businesses.

(1) Individuals and entities performing the activities of marijuana establishments and/or marijuana clubs described in this Act must have approval to engage in those specific activities, as evidenced by a Marijuana Business License or a Foreign Marijuana Business Registration issued by the MBPCC or the Business Council setting forth conditions, limitations and procedures for such operations.

(2) All who seek a Marijuana Business License from the Tribe shall identify the managers, investors, owners, co-owners, officers, board members or other persons having proprietary or managerial responsibilities for the proposed marijuana establishment or marijuana club, and those identified persons shall:

(a) Be subject to a thorough background check by the Tribe, including criminal history;

(b) Have not been convicted of a serious felony offense, as determined by the Business Council;

(c) Have not served as an owner, officer, investor, co-owner or board member for a marijuana establishment or marijuana club in any jurisdiction that has had its registration certificate or license revoked by the government with jurisdiction over that marijuana establishment or marijuana club; and

(d) Shall not have any criminal, civil, financial or business history that, in the discretion of the Business Council, reflects poorly on the Tribe's marijuana enterprises and regulation.

(3) All licenses issued for marijuana establishments and marijuana clubs shall be valid for one calendar year from the date the written approval document is issued, unless terminated by the Council by resolution or an earlier termination date is set forth by a written approval document.

(4) The Business Council retains sole and final authority to approve, disapprove, cancel, revoke, rescind or modify any Marijuana Business License.

Sec. 406. Security and Privacy of Marijuana Businesses.

- (1) Marijuana establishments and marijuana clubs within the Reservation shall:
 - (a) Employ a combination of Tribal police and private security to ensure compliance with applicable laws and the safety of patrons and employees;
 - (b) Utilize video surveillance;
 - (c) Secure every entrance to the establishment so that access to areas containing marijuana is restricted to persons authorized to possess marijuana;
 - (d) Secure the inventory and equipment of the marijuana establishment during and after operating hours to deter and prevent theft of marijuana; and
 - (e) Determine the criminal history of any person before the person works or volunteers at the marijuana establishment and prevent any person who has been convicted of an excluded felony offense or who is not 21 years of age or older from working or volunteering for the marijuana establishment or marijuana club.
- (2) To ensure that individual privacy is protected,
 - (a) A Tribal licensee shall not require a consumer to provide a retail marijuana store or marijuana club with identifying information other than government-issued identification to determine the consumer's age; and
 - (b) A retail marijuana store must not be required to acquire and record personal information about consumers other than information typically acquired in a financial transaction conducted at other retail stores within the Reservation for the sale of alcohol.
- (3) The MBPCC may suggest regulations to the Council to further ensure the security of marijuana businesses.
- (4) The Business Council or the MBPCC may impose more restrictive security requirements on marijuana businesses in their discretion.

Sec. 407. Location of Marijuana Businesses and Marijuana Events.

- (1) No marijuana establishment, marijuana club or marijuana event shall be located within one thousand feet of a public or private school that provides formal education traditionally associated with preschool or kindergarten through grade 12 and that existed on the date that the MBPCC or the Business Council receives a final, complete proposal to operate such establishment, club or event.
- (2) No marijuana establishment, marijuana club or marijuana event shall be located within one thousand feet of a community facility that existed on the date that the MBPCC or the Business Council receives a final, complete proposal to operate such establishment, club or event.

(3) No marijuana establishment, marijuana club or marijuana event shall be located within or adjacent to any gaming facility operated by the Tribe.

(4) The MBPCC may suggest regulations to the Business Council to further restrict the location of marijuana establishments, marijuana clubs and marijuana events.

(5) The Business Council or the MBPCC may impose more restrictive location requirements on marijuana establishments, marijuana clubs or marijuana events in their discretion.

Sec. 408. Registration of Foreign Marijuana Businesses.

(1) Any individual or entity required to register with the Tribe as a foreign marijuana business by this Act shall:

(a) Provide evidence that the entity is licensed to conduct marijuana business in the State of Nevada or in the jurisdiction of another federally-recognized Indian tribe with a Reservation in the State of Nevada;

(b) Pay an annual registration fee of \$1000;

(c) Agree to abide by all Tribal laws, regulations and policies pertaining to the marijuana business; and

(d) Consent to the Tribe's civil enforcement jurisdiction for purposes of enforcing this Act and the Tribal Tax Code.

(2) Registration shall be evidenced by a written Foreign Marijuana Business Registration document, which shall state limitations of entity's registration, including times, locations, dates, and scope of activities.

(3) The Business Council, the MBPCC or the Department may issue Registrations under this subsection.

(4) Registration permits a foreign marijuana business to operate within the reservation without a Tribal license and engage in lawful activities of a marijuana establishment to the extent allowed by Tribal law and the conditions of the Registration.

(5) The Business Council or MBPCC may terminate any Registration at will.

Sec. 409. Prohibited Acts.

(1) This Act does not permit any person to engage in the following unlawful acts:

(a) Driving, operating, or being in actual physical control of a vehicle, aircraft, or vessel under power or sail while under the influence of marijuana or while impaired by marijuana, as set forth in Chapter 16, Section 16.15 of the Tribal Law & Order Code and/or Chapter 484C of the Nevada Revised Statutes;

- (b) Knowingly delivering, giving, selling, administering, or offering to sell, administer, give, or deliver marijuana or marijuana products to a person under 21 years of age, as set forth in Chapter 6, Sections 2.51 and 2.56 of the Tribal Law & Order Code or applicable state law;
 - (c) Possession or use of marijuana or marijuana paraphernalia on the grounds of, or within, any Tribal building, Tribal office or Tribal facility or institution under the jurisdiction of the Moapa Band of Paiutes unless expressly permitted by Tribal law, regulation or policy;
 - (d) Cultivation, consumption, purchase, use or processing of marijuana in a public place within the Reservation, as set forth in Chapter 6, Sections 2.51 and 2.56 of the Tribal Law & Order Code, this Act and/or applicable state law;
 - (e) Possession, cultivation, consumption, purchase, use or processing of marijuana within public housing administered by the Moapa Housing Authority that conflicts with the terms of the occupant's lease or conditions imposed upon the Moapa Housing Authority by its acceptance of federal funding;
 - (f) Possession or use of marijuana on the grounds of, or within, a school providing instruction in preschool, kindergarten, or any grades 1 through 12, as set forth in Chapter 6, Section 2.54 of the Tribal Law & Order Code or applicable state law; or
 - (g) Undertaking any task under the influence of marijuana that constitutes negligence or professional malpractice.
- (2) This Act does not prohibit:
- (a) A Tribal or private employer from maintaining, enacting, and enforcing a workplace policy prohibiting or restricting actions or conduct otherwise permitted under this Act; or
 - (b) A Tribal government agency that occupies, owns, or controls a building from prohibiting or otherwise restricting the consumption, cultivation, processing, manufacture, sale, delivery, or transfer of marijuana in that building, or during work hours, or within the scope of employment duties regardless of where they occur.
- (3) Nothing in the provisions of this Act shall be construed in any manner affecting provisions of Tribal law or chapter 678C of Nevada Revised Statutes relating to the medical use of marijuana.
- (4) It shall be a violation of this Act to provide false or misleading information to the Tribe for the purposes of obtaining any license, registration or approval under this Act.
- (5) It shall be a violation of this Act to operate a marijuana establishment or marijuana club without a, or contrary to, a Tribal license or registration issued under this Act.

(6) It shall be a violation of this Act to operate a foreign marijuana business within the Reservation without a, or contrary to, a Tribal registration issued under this Act.

Sec. 501. Regulations, Guidance and Procedures.

(1) Before licensing any marijuana establishment or marijuana club within the Reservation, and no later than 12 months after the effective date of this Act, the MBPCC or its designee shall draft and propose to the Business Council regulations, guidance and procedures regulating marijuana businesses within the Reservation, including:

- (a) Procedures and standards for licensing marijuana establishments and marijuana clubs;
- (b) Qualifications and conditions for licensing and operation that are directly and demonstrably related to the operation of a marijuana business, including hours of operation, suitability of location, and suitability of employees and management;
- (c) Additional bonds or fees required from non-Tribal entities seeking Tribal approval for marijuana events or permission to transact marijuana business within the Reservation, and other activities contemplated and authorized by this Act;
- (d) Procedures for reviewing, extending, modifying and terminating the license of a marijuana business;
- (e) Requirements for the security of marijuana businesses;
- (f) Requirements to prevent the sale or diversion of marijuana and marijuana products to persons under 21 years of age and to prevent persons under 21 years of age from entering marijuana clubs;
- (g) Requirements for the packaging of marijuana and marijuana products, including requirements for child-resistant packaging;
- (h) Requirements for the testing and labeling of marijuana and marijuana products sold by marijuana establishments including a numerical indication of potency based on the ratio of THC to the weight of a product intended for oral consumption;
- (i) Requirements for record keeping by marijuana establishments;
- (j) Reasonable restrictions on signage, marketing, display, and advertising;
- (k) Procedures and requirements to enable a marijuana business to move to another suitable location within the Reservation;
- (l) Procedures to establish the fair market value at wholesale of marijuana; and
- (m) Provisions to address the failure to comply with any regulation adopted pursuant to this section or for any violation of Sections 401 through 409 of this Act.

(2) No regulations, guidance or procedures proposed by the MBPCC shall have any legal effect until approved by resolution of the Business Council.

(3) For the classes of regulations identified below, the Tribe's regulations shall be at least as restrictive as those of the State of Nevada:

- (a) Requirements for the security of marijuana establishments;
- (b) Requirements to prevent the sale or diversion of marijuana and marijuana products to persons under 21 years of age;
- (c) Requirements for the packaging of marijuana and marijuana products, including requirements for child-resistant packaging;
- (d) Requirements for the testing and labeling of marijuana and marijuana products sold by marijuana establishments including a numerical indication of potency based on the ratio of THC to the weight of a product intended for oral consumption;
- (e) Requirements for record keeping by marijuana establishments; and
- (f) Procedures for the collection of taxes, bonds, fees, and penalties imposed by this Act.

(4) In the absence of separately-adopted Tribal regulations under subsection (1), the Business Council shall apply the regulations of the Nevada Cannabis Compliance Board as the Tribe's regulations for matters encompassed in subsection (3).

(amended April 15, 2021)

Sec. 601. Powers and Duties of the Tribal Department of Taxation.

(1) The Tribal Department of Taxation is authorized to administer and enforce Sections 601 through 604 of this Act, and other Sections as provided in this Act or by resolution of the Business Council.

- (a) The Department is authorized to collect taxes and tax penalties referenced in this Act.
- (b) The Department shall develop procedures for the collection of taxes and tax penalties imposed by this Act.

(2) The Department of Taxation shall provide the State of Nevada with all notifications and certifications required by the approved Compact.

Sec. 602. Marijuana Product Stamp.

(1) Each marijuana product sold within the Reservation must bear a Moapa Marijuana Product Stamp issued by the Tribal Department of Taxation and affixed to packaging of the

marijuana product. Such stamps shall not be re-used or distributed to unlicensed or unregistered marijuana establishments or vendors.

(2) The Marijuana Product Stamp shall be sold by the Tribal Department of Taxation to any entity authorized to sell or distribute marijuana on the Reservation upon payment of the applicable excise tax due under Section 603, plus the stamping fee of one dollar (\$1) per stamp.

(3) Any marijuana product sold within the Reservation that does not have a Moapa Marijuana Product Stamp affixed thereto shall be contraband subject to forfeiture and seizure by the Tribe, and any person in possession of such contraband shall be subject to civil enforcement penalties under Tribal law including a fine equivalent to double the amount of the assessed Tribal tax.

(4) Marijuana paraphernalia shall be taxed according to the Tribe's sales tax laws.

Sec. 603. Marijuana Excise Tax.

(1) The Tribe hereby assesses a tribal excise tax on the sale of marijuana and marijuana products within the Reservation at rates which shall at all times be at least equal to the rates of excise taxes assessed from time to time by the State of Nevada pursuant to NRS 453D, together with any additional local excise taxes lawfully levied on the same products in unincorporated Clark County immediately adjacent to the Reservation. The Tribe, through its Business Council, may from time to time assess additional excise taxes on marijuana and marijuana products sold on the Reservation, but at all times, the amount of the Tribe's excise tax shall be at least equal to that charged by the State and local governments on sales in unincorporated Clark County immediately adjacent to the Reservation. The tax imposed pursuant to this subsection:

(a) Is the obligation of wholesaler, distributor, retailer, or vendor that sells marijuana or marijuana products; and

(b) Is separate from and in addition to any general Tribal sales and use taxes that apply to retail sales of tangible personal property.

(2) Payment of the excise tax is evidenced by affixation of a Marijuana Product Stamp issued by the Moapa Tribal Department of Taxation.

(3) The Marijuana Product Stamp shall be affixed to the marijuana or packaging of the Marijuana by the entity collecting the tax.

(4) The Department of Taxation is authorized to take enforcement action against any entity or person for failure to pay tribal taxes due under this Act, and may assess penalties under Tribal law up to the equivalent of double the amount of the assessed Tribal tax.

Sec. 604. Remittance of Tax Revenue.

Any tax revenues, fees, or penalties collected pursuant to this Act shall be remitted to the Moapa Band of Paiutes Finance Department and handled as directed by the Business Council.

Sec. 701. Enforcement.

(1) **Authority.** The Business Council authorizes the MBPCC, the Department of Taxation, the Moapa Band of Paiutes Police Department, and any employees thereof who have delegated enforcement authority, to issue civil enforcement notices for violations of this Act on a uniform violation form approved by the Business Council.

(2) **Inspections.** Any marijuana establishment, marijuana club or marijuana event operating within the Reservation is subject to reasonable inspection by the Department, the Moapa Band of Paiutes Police Department, the MBPCC or their authorized designees to ensure compliance with this Act.

(a) Each license or approval for operation of a marijuana establishment, marijuana club or marijuana event shall contain the name and telephone contact information of at least one person who shall be required to make himself or herself, or an agent thereof, available and present for any inspection conducted by the Tribe pursuant to this Act.

(b) Reasonable accommodations shall be made so that ordinary business is not interrupted and safety and security procedures are not compromised by the inspection.

(c) Inspections by officers or agents of the State of Nevada may be authorized by the Tribal Chairman as set forth in the approved Compact with the State of Nevada.

(amended April 15, 2021)

(3) Enforcement Against Businesses.

(a) A notice of violation issued to any Tribal licensee or registered foreign marijuana business must include:

(i) The specific nature and circumstances of the violation;

(ii) A description of evidence supporting the notice of violation;

(iii) A schedule or deadline for remedying the violation; and

(iv) Notice of the right to request and receive a hearing before the Business Council or the MBPCC.

(b) The Business Council or the MBPCC may, by request or in its discretion, after notice of the specific violation, hold a hearing to determine the validity of the notice of violation and issue any orders required to resolve violations and ensure compliance with the Act.

(c) After notice and an opportunity for a hearing, the Business Council or the MBPCC may suspend, revoke, or fine a Tribal licensee or registrant for the violation of this Act, or for a violation of a regulation adopted by the Business Council pursuant to this section.

(d) The Business Council or the MBPCC shall conduct enforcement hearings in any manner sufficient to ensure due process.

(e) The Tribal Chairman or his/her delegate may, for good cause, immediately suspend the license or registration of any marijuana establishment or marijuana club if the marijuana business knowingly sells, delivers, or otherwise transfers marijuana in violation of this Act, or knowingly purchases marijuana from any person not licensed pursuant to this Act, and shall direct Tribal authorities to secure the premises to enforce the suspension. The Business Council or the MBPCC must provide an opportunity for a hearing within a reasonable time from a suspension.

(amended April 15, 2021)

(f) A decision of the Business Council in any licensee enforcement action shall be final.

(g) Only the Business Council may take enforcement action against a non-Tribal entity approved to hold a marijuana event.

(4) **Enforcement Against Individuals.**

(a) To ensure compliance with the Act and to provide restitution to the Tribe for the harm and expense caused by violations of this Act, the following civil fines shall be assessed against individuals who violate this Act:

(i) A person who smokes, uses or otherwise consumes marijuana in a public place shall be fined \$250.

(ii) A person under 21 years of age who knowingly enters, loiters, or remains on the premises of a marijuana establishment, a marijuana club or a marijuana event shall be fined \$250.

(iii) A person under 21 years of age who falsely represents himself or herself to be 21 years of age or older to obtain marijuana shall be fined \$300.

(iv) A person who possesses, sells, distributes, gives, cultivates or transports marijuana on the Reservation in violation of this Act or any Resolution of the Business Council setting conditions on the possession, sale, distribution, cultivation or transportation of marijuana shall be fined \$500 per violation.

(v) A person who knowingly gives marijuana to any person under 21 years of age, or who knowingly leaves or deposits any marijuana in any place with the intent that it will be procured by any person under 21 years of age shall be fined \$750.

(vi) A person who knowingly gives marijuana to any person under 18 years of age, or who knowingly leaves or deposits any marijuana in any place with the

intent that it will be procured by any person under 18 years of age shall be fined \$1000.

(vii) A person who manufactures marijuana by chemical extraction or chemical synthesis, unless done pursuant to a marijuana product manufacturing license issued or registered under this Act, shall be fined \$1000 per violation.

(viii) For other violations of the Act not listed in this subsection (4)(a) or for which no fine is provided in regulations adopted under this Act, the Tribal Chairman has discretion to set a fine amount that is necessary and appropriate to compensate the Tribe for the harm caused by the violation and to deter future violations.

(b) Any person aggrieved by notice of violation under this subsection (4) may appeal to the Business Council or the MBPCC by filing a written Notice of Appeal to the Business Council within ten (10) days of the action. The Business Council has discretion to set and conduct a hearing on the Notice of Appeal as required to ensure due process. The decision of the Business Council shall be final.

(5) Nothing in this section shall prohibit the Tribe from imposing criminal penalties against any Indian who commits violations of this Act that are also criminal acts under Tribal law, or from referring non-Indians to state or local law enforcement for violations of this Act that are also criminal acts under State law.

Sec. 702. Exclusion.

The Business Council reserves the right to exclude any person from the Reservation for violation of this Act, or any activity related to marijuana that endangers Tribal interests or Tribal members.

Sec. 703. No Effect on Tribal Criminal Jurisdiction over Non-Members.

(1) Nothing in this Act grants or attempts to assert criminal prosecutorial jurisdiction over non-Indians.

(2) The Moapa Band of Paiutes Police Department retains all authority under Tribal, State and Federal law to apprehend and detain persons suspected of violating any criminal law and make arrangements for such persons to be released into the custody of a local, State or Federal law enforcement officer.

Sec. 801. Reserved Authority of Business Council.

(1) In the event that either the Department of Taxation or MBPCC has not been organized by the Tribe, is not functioning, or does not exist within the organizational structure of the Tribe, the Business Council shall fulfill the responsibilities of the Department and/or the MBPCC under this Act and may designate Tribal officials or employees to perform any function delegated to the Department or the MBPCC.

(amended April 15, 2021)

(2) The Business Council retains all the authority vested in the Tribe pursuant to the Tribe's inherent sovereignty and delegated or reserved to the Tribe under Federal law, including the authority to amend, revise, rescind or suspend this Act wholly or in part, and to review, revise, rescind, suspend or revoke any action taken by Tribal agencies or Tribal entities under this Act to protect the health, safety, welfare and sovereignty of the Tribe and its members.

(3) The Business Council retains all authority to interpret this Act in a manner that ensures that the Act is at least as restrictive as State law and regulations pertaining to marijuana regulation and taxation as required by the Tribe's Compact with the State. The Business Council may look to and, in its discretion, apply State law and regulations to address any marijuana regulation or taxation matter not addressed in this Act.

(amended April 15, 2021)

Sec. 802. Severability.

If any provision of this Act, or the application thereof to any person, thing, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of this act as a whole or any provision or application of this act which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Act are declared to be severable.

Sec. 803. Contracts Pertaining to Marijuana Are Enforceable.

It is the public policy of the Moapa Band of Paiutes that contracts related to the operation of marijuana establishments, marijuana clubs and marijuana events under this Act should be enforceable, and no contract entered into by an entity, its employees, or its agents as permitted pursuant to Tribal approval under this Act, or by those who allow property to be used by an entity, its employees, or its agents as permitted pursuant to Tribal approval under this Act, shall be deemed unenforceable on the basis that the actions or conduct permitted pursuant to the license are prohibited by federal law.

Sec. 804. No Impact on Tribal Workplace Regulations.

All provisions of Tribal law, including workplace policies, Personnel Policies and Procedures, Resolutions, and other Tribal laws prohibiting the use of controlled substances, including marijuana, in the Tribal workplace remain in effect until and unless they are separately amended by the Business Council.

Sec. 805. Rescission and Amendment of Inconsistent Tribal Laws.

(1) All provisions of the Moapa Band of Paiute Indians Criminal Code (Criminal Code), Chapter 6 of the Tribe's Law & Order Code, that are expressly controverted by this Act are hereby rescinded. However, all provisions related to use, possession, consumption, sale, and

distribution of marijuana to individuals under 21 years of age are not rescinded, but remain effective.

- (a) Section 2.51 of Chapter 6 of the Criminal Code is hereby declared not to apply to marijuana for individuals 21 years of age or older, consistent with the limitations and purposes stated in this Act.
 - (b) Section 2.54 of Chapter 6 of the Criminal Code is hereby declared to remain in effect regardless of any provision of this Act.
 - (c) Section 2.55 of Chapter 6 of the Criminal Code is hereby declared not to apply to marijuana paraphernalia for individuals 21 years of age or older, consistent with the purposes stated in this Act;
 - (d) Section 2.56 of Chapter 6 of the Criminal Code is hereby declared not to apply to any person 21 years of age or older who is otherwise in compliance with this Act.
 - (e) Section 2.58 of Chapter 6 of the Criminal Code is hereby declared to remain in effect, except that it shall not apply to areas designated by Resolution of the Tribal Council as marijuana clubs or marijuana events.
- (2) Chapter 13 of the Moapa Law and Order Code is hereby amended to:
- (a) Exclude cultivation, possession, control, dispensing, use, transportation, carrying, sale, giving away, preparation for sale, furnishing, administering and offering to sell, furnish, administer or give away marijuana and marijuana products to persons over 21 years of age as expressly authorized under this Act, and
 - (b) Remove marijuana and marijuana products legalized by this Act from the definitions of “narcotics,” “hallucinogens,” and “dangerous drugs” as used in Section 13.1 E, F, and G.
- (3) Chapter 16, Section 16.15 of the Moapa Law and Order Code is hereby amended to add:
- “C. It is unlawful for any person to drive or be in actual physical control of a vehicle upon any road or highway within the jurisdiction of the Moapa Band of Paiutes with an amount of marijuana in his or her blood that is equal to or greater than 2 nanograms per milliliter or in his or her urine that is equal to or greater than 10 nanograms per milliliter.
 - D. It is unlawful for any person to drive or be in actual physical control of a vehicle upon any road or highway within the jurisdiction of the Moapa Band of Paiutes with an amount of marijuana metabolite in his or her blood that is equal to or greater than 5 nanograms per milliliter or in his or her urine that is equal to or greater than 15 nanograms per milliliter.”
- (4) All other provisions of the Moapa Law and Order Code shall remain in place for all other purposes unless in direct conflict with the provisions of this Act.

Sec. 901. Sovereign Immunity.

Neither this Act nor any action or agreement of the Tribe's Department of Taxation or its Director, or the Moapa Band of Paiutes Cannabis Commission, nor their respective employees, agents, contractors, subcontractors, or other delegates shall in any respect constitute waiver or modification of the sovereign immunity of the Tribe, or its instrumentalities, officials, employees, or agents, unless expressly and explicitly provided otherwise in this Act or other Tribal law, federal law or a written agreement approved by resolution of the Business Council.