



CHIEF HEAD TRIBAL NATIONS GOVERNMENT OFFICE
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 TRIBAL NATIONS MENDOCINO VALLEY TRIBAL COUNCIL



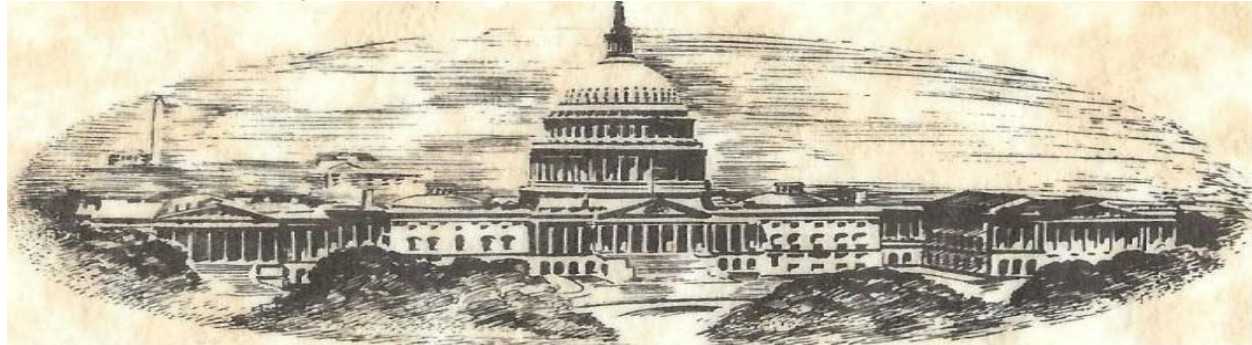
Cultivation License
 CHIEF HEAD TRIBAL NATIONS GOVERNMENT OFFICE
 RFI Agency and Native American Tribes Transition RFI Number: QTA00NS17SFI5002

[Guide to the application attachments](#)

COMERCIAL FEDERAL TRIBAL GOVERNMENT TCC-ADP 2800.14 AGENCY TRIBAL NATIONS AGENCY CANNABIS LICENCSEE BOND/ CR-1353131 Regulations Title 16, 16. Section 5008

UNITED TRIBAL NATION 35 STATE COMMERCIAL CANNABIS LICENSE BOND INCORPORATE-

Bond No: _____ The premium on this bond is: \$ _____ KNOW ALL PERSONS BY THESE PRESENTS: That (Legal Name of Principal) whose address for service of process is _____, as PRINCIPAL, and _____, (Name of Surety) a corporate insurer organized under the laws of the Tribal Nations Federal Hemp and Cannabis Metric interstate system of _____, whose address for service of process is _____ and who is admitted to transact a surety insurance in the United Tribal States of California, as SURETY, are held and firmly bound unto the Federal Tribal Metric system cooperative State of California (Oblige) in the penal sum of _____ US Dollars (\$ _____) for the payment of which well and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The conditions of the above obligation is such that: WHEREAS, the provisions of the California Business and Professions Code section



26051.5 and Incorporated United Tribal interstate California Code of Regulations, Title 17, section 40129, require that the Principal post a bond to cover the costs of destruction of cannabis or cannabis products if necessitated by a violation of this section will in adopt Federal Agency Temporary Distribution license interstate the requirements in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), contained in Division 10 of the California Business and Professions Code (§ State of California Department of Public Health Page 2 of 3 26000 et seq.), or regulations adopted thereunder, contained in Chapter 13 of Division One of Title 17 of the California Code of Regulations (§ 40100 et seq.). NOW Resolve United Stats Agency Tribal Nations, Incorporation of the Principal, and any and all agents and employees representing the Principal shall faithfully comply with the provisions of MAUCRSA and the regulations adopted thereunder, and properly and legally destroy all cannabis and cannabis products if necessitated by a violation of the requirements of MAUCRSA or said regulations. PROVIDED HOWEVER, this bond is issued subject to the following express provisions:



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1. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which the license is granted and each and every succeeding renewal period or periods, or until the bond is canceled by the Surety.

2. By executing this bond, Principal and Surety agree any action on this bond shall be instituted and prosecuted in the counties of the State of California, with service by U.S. mail as prescribed in California Code of Civil Procedure sections 417.10 and 417.20 and this bond shall be governed by the laws of the State of California.

3. This bond is executed by the Surety to comply with the provisions of MAUCRSA, contained in Division 10 of the California Business and Professions Code (§ 26000 et seq.), Amend Federal Government Tribal Nations Agency and said bond shall be subject to all of the terms and provisions thereof.

4. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of the bond in any event.

5. This bond shall be subject to the provisions of Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the incorporated Federal Statuette Agency License Bond California Code of Civil Procedure. Agency State of California Department of Public Health Page 3 of 3

6. The Surety may cancel this bond at any time by delivering thirty (30) days written notice of its desire to do so to the California Department of Public Health and to the principal herein. The Surety shall not be liable for any loss or claim based upon transactions occurring subsequent to the effective date of such cancellation, but such cancellation shall not affect the liability of the Surety as to any matters occurring prior to the effective date thereof.

7. This bond to become effective _____ but not prior to its execution. If no date is written it shall take effect on the later of the two dates of execution below.
 Signature _____ Date: _____
 NAME OF SURETY: _____ ADDRESS: _____ (City, _____
 Interstate Zip Code: _____ States): CALIFORNIA Date): FEBRUARY 11, 2023
 Signature of Distribution Carrier to Agency _____

Printed Name of Head Chief Senior Tribal Ranger: Chief Geronimo Langenderfer XVIII District Secretary
 NAME OF PRINCIPAL: Agency Tribal Nations



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ADDRESS: _____

Executed in _____ on _____

City, Lake County State) California Zip Code (Date) February 11, 2023

Signature of Authorized Representative Executed Chief Geronimo XVIII District Secretary:

Signature _____ on FEBUARY 11 2023



Printed or Typed Name and Title of Authorized Representative: District Secretary Chief Geronimo Langenderfer t I certify under penalty of perjury, under the laws of the State of Federal Tribal Government incorporated 35 States codes Hemp and Cannabis Distribution Metric System California, that I have executed the foregoing bond under an unrevoked power of Authorizations of the Executive Branch GSA Transition Small Agencies and American Indians.



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Please provide a detailed response to the items below. If more space is needed additional pages maybe added. Microbusinesses must complete this form for each commercial cannabis activity they intend to engage in. Business Name and Application Type: Primary Contact Name, Email, and Phone Number: 1. Identify whether the applicant intends to transport cannabis or cannabis products or will be contracting for transportation services. 2. If transporting cannabis or cannabis products, provide the following information:

- a. Whether the applicant intends to transport to all license types or is limiting transportation to only certain license types.
- b. The geographic regions the applicant will transport to and from, and whether the applicant expects to transport overnight.
- c. Vehicle and trailer information, which includes. i. Number of vehicles to be used. ii. Type of vehicles or trailers to be used, including make, model, year, and vehicle identification number (VIN). 2 Transportation Procedures DCC-LIC-015 (Amended 9/21) iii. Registration and insurance information for each vehicle being used.
- d. Whether the applicant has or will be applying for a motor carrier permit, list permit numbers (if applicable). d. Driver information, which includes All employees that are or will be transporting cannabis or cannabis products, either as a driver, or a passenger, including name and age of employee, driver's license information, and list the roles and responsibilities for each employee.
- e. Will any security personnel accompany employees transporting cannabis or cannabis products? Specify whether security personnel will be employees or contracted. If contracting for security, provide the name of the company, license number, contact person, and phone number. e. Information regarding the storage of cannabis and cannabis products in the vehicle, which includes:
 - i. description of how the applicant intends to store cannabis and cannabis products in each vehicle or trailer, i.e., what area of the vehicle or trailer will be used for storage.
 - ii. description of how the applicant intends to secure cannabis and cannabis products in each vehicle 3 Transportation Procedures TCC-ATN DCC-LIC-015 (Amended 9/21)
 - iii. description of how the applicant will ensure that cannabis and cannabis products are not visible or identifiable from outside each vehicle.



f. Information regarding all security measures the applicant will have in place for the transportation of cannabis and cannabis products, including, but not limited to: i. Describe the alarm systems for each vehicle. ii. Other security measures used during the transporting of cannabis or cannabis products.

g. Whether the applicant is located within a building or on the same parcel of land as another licensee, for which transportation by motor vehicle is not operationally feasible, and how the applicant will be transporting cannabis or cannabis products, if not by motor vehicle.

3. If contracting for transportation services, provide a list of transportation services used, and a copy of the contract for each, if applicable.

\
 Applicant Name:
 Signed

Signature Date:

An applicant for a commercial cannabis business that has not already entered into a labor peace agreement may use this form to complete the notarized statement required by Business and Professions Code section 26051.5 and Department regulations sections 15002(c)(19) and 15023(b). This statement must be signed by an owner who is identified and disclosed on the license application.

Business Information Business Name:

Application/License #:

Premises Address:

Labor Peace Agreement Statement As an owner of the business named above, I affirm the following (select one):

The commercial cannabis business has 20 or more employees and will enter into and abide by the terms of a TCC-ATN ADP P 2800.14 agreement.

The commercial cannabis business has less than 20 employees and will enter into and abide by the terms of a labor peace agreement within 60 days of employing its 20th employee.



Signature of Owner:

Date:

Name of Owner: Notary Information A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of: County of: This record was signed before me on by proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary:

Name of Notary:

(Notary Seal/Stamp)

*This form is optional. If you would prefer not to use this form, you can provide a separate statement containing the required affirmation, owner’s signature, and notarization.



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- **(c) Boundaries.** The “Mendocino” viticultural area is located entirely within Mendocino County, California. The beginning point is the southeast corner of Section 30, Township 12 North (T. 12 N.), Range 10 West (R. 10 W.) located along the Mendocino County/Sonoma County line in the southeast quadrant of U.S.G.S. map “Hopland Quadrangle.”
- **(1)** From the beginning point, the boundary runs north along the eastern boundary of Sections 30, 19, 18, 7 and 6 to the point labeled Jakes Cr (Jakes Creek) located at the northwest corner of Section 5, T. 12 N., R. 10 W.;
- **(2)** Thence in a straight line in a northwest direction to the point labeled Bedford Rock in Section 3, T. 13 N., R. 11 W.;
- **(3)** Thence in a straight line in a northwest direction to a point labeled Red Mtn in Section 17, T. 14 N., R. 11 W.;
- **(4)** Thence in a straight line in a northwest direction to the southeast corner of Section 25, T. 16 N., R. 11 W.;
- **(5)** Thence in a straight line in a northeast direction to the northeast corner of Section 1, T. 16 N., R. 11 W. located along the Mendocino County/Lake County line;
- Thence due west along the T.18N./T.17N. common line until the common line intersects with the R.13W./R.12W. common line;
- **(8)** Thence in a straight line in a south-southwesterly direction, crossing onto the Willits map, to the intersection of the 1,600-foot contour line and Baker Creek (within McGee Canyon) along the west boundary line of Section 25, T.17N./R.13W.;
- **(9)** Thence in a southeasterly direction (downstream) along Bakers Creek to where the creek intersects with the 1,400-foot contour line in Section 25, T.17N./R.13W.;
- **(10)** Thence in a straight line in a southeasterly direction to the southeast corner of Section 36, T.17N./R.13W.;
- **(11)** Thence in a straight line in a west-southwesterly direction to the intersection of U.S. Highway 101 and an unnamed road known locally as Reeves Canyon Road in Section 1, T.16N./R.13W.;
- **(12)** Thence in a straight line in a southeasterly direction to the southeast corner of Section 1, T.16N./R.13W.;
- **(13)** Thence in a straight line in a south-southwesterly direction to the intersection of an unnamed, unimproved road and an unnamed, intermittent stream, approximately 500 feet south of Seward Creek, in Section 12, T.16N./R.13W.;
- **(14)** Thence in a straight line in a west-southwesterly direction to the southwest corner of Section 12, T.16N./R.13W.;
- **(15)** Thence in a straight line in a southwesterly direction to the southwest corner of Section 14, T.16N./R.13W.;
- **(16)** Thence in a straight line in a southwest direction to the point labeled Eagle Rock located in Section 16, T. 15 N., R. 13 W.;
- **(17)** Thence in a straight line in a southeast direction to the point labeled Bus McGall Peak located in Section 4, T. 13 N., R. 12 W.;



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- (18) Thence in a straight line in a westerly direction to an unnamed hilltop, elevation 2,015 feet, in the northeast corner of Section 9, T. 13 N., R. 13 W.;
- (19) Thence in a straight line in a northwest direction to the junction of Baily Gulch and the South Branch, North Fork of the Navarro River, located in Section 8, T.15N., R.15W.;
- (20) Thence in a straight line in a southwest direction to Benchmark (BM) 1057 located in Section 28, T. 15 N., R. 16 W.;
- (21) Thence due south in a straight line approximately 1.4 miles to Greenwood Creek located in Section 33, T. 15 N., R. 16 W.;
- (22) Thence following Greenwood Creek in a generally southeasterly and then a northeasterly direction to where it intersects with the south section line of Section 16, T. 14 N., R. 15 W., approximately .2 miles west of Cold Springs Road;
- (23) Thence in an easterly direction along the south section lines of Sections 16, 15, and 14, T. 14 N., R. 15 W., to the intersection of the south section line of Section 14 with an unnamed creek;
- (24) Thence in a straight line in a southeasterly direction to Benchmark (BM) 680 located in Section 30, T. 13 N., R. 13 W.;
- (25) Thence continuing in a straight line in a southerly direction to the southwest corner of Section 5, T. 12 N., R. 13 W., and the Mendocino County/Sonoma County line;
- (26) Thence continuing in a straight line in a southeasterly direction to the intersection of the southwest corner of Section 32, T. 12 N., R. 11 W., and the Mendocino County/Sonoma County line;
- (27) Thence following the Mendocino County/Sonoma County line in an easterly, northerly, and then an easterly direction to the beginning point.
- (d) **Transition period.** A label containing the word “Mendocino” in the brand name (other than in the phrase “Mendocino County” or “Eagle Peak Mendocino County”) or as an appellation of origin approved prior to November 10, 2014 may be used on wine bottled before November 10, 2016 if the wine conforms to the standards for use of the label set forth in [§ 4.25](#) or [§ 4.39\(i\)](#) of this chapter in effect prior to November 10, 2014.
- [T.D. ATF-178, [49 FR 24714](#), June 15, 1984, as amended by T.D. ATF-397, [63 FR 16904](#), Apr. 7, 1998; T.D. [TTB-124](#), [79 FR 60972](#), Oct. 9, 2014]

Service of 33280 Albion Ridge Road Albion California 95410-9998 GLO Agency Tribal Nations (TCC) ADP P2800.14 -All persons by this presence herein agree to all services of Tribal government Cannabis and distribution Transportation DEGANAWIDAH-QUETZALCOATI UNIVERSITY AGENCY DEPARTMENT AGRICULTURE



Chief Geronimo XVIII Commissioner of Indian Affairs Agency Tribal Nations “Mendocino Valley Council”



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The Agency of Tribal Nations in order of decree also includes establishment of tribal governments Articles and Constitution Fort Wright adopted Agency Fort smith, Arkansas 1853 Tribal Agency 2020, adopted Military, Fort Yuma Indian Reservation 1883 California, 1856 Military Mendocino Indian Reservation by Commissioner of Indian Affairs Incorporated Manypenny both Domestic, International, Inter tribal government Economic Strategies,

To secure the “37 states application to Tribal Nations” Federal Metric System Hemp and Cannabis

Any tribal ordinance or custom heretofore or hereafter adopted by an Indian tribe, band, or community in the exercise of any authority which it may possess shall, if not inconsistent with any applicable civil law of the Head Chief-Territories and jurisdiction, be given full force and effect in the determination of civil causes of action pursuant to this section, purpose of this protocol, ordinance, or policy. The purpose of the Ordinance is to establish guidance for federal and state Distributors interstate transfer over state lines through the consultant and mediate that request consultation with the inter tribe states applied 37 state initiative tt4tribal Commerce Tribe. In this provision, the Tribe or business and Cooperatives metric interstate Metric sale and manufacture sale establish whether the protocol, ordinance or policy is guidance subject to negotiation or is a mandate for federal and state agencies.

GSA Federal Contractor Chief Geronimo XVIII on Behalf of the United States of America

Transition Agency Tribal Nations District Secretary

Tribal Agencies 37 State Initiative shall oversee Tribal Interstate. Tribal Commerce tribes, allied organizations, tribal councils, and individual native-owned businesses non- Native Business not limited to establishments Tribal government Incorporated Mendocino California Indian Reservation Articles and resolutions. Individual and Tribal Nations community cooperative, Lab and distributors, Transportation Deliveries supporting and apply Tribal Federal government Federal Guidelines and policies to active members and government tribal officials supporting tribal initiatives shall provide Domestic and International culturally appropriate Economic Strategies & Workforce Policies for the Workshop successful administration of Tribal Nations Metric new federal System hemp and cannabis Tribal University. Universities and colleges institutions. As incorporate Energy Innovation, and Economic Education Curriculum per Schedule 1 USDA Agriculture Pilot Market, Sales, Crops Workshop. These initiatives will build education, research, R&D, jobs, food and medicine systems, hemp industries, and technology manufacturing that will benefit the local economies and the housing insecure, unemployed, and veterans across the nation, not limited to already identified Tribal locations in Arkansas, Illinois, Massachusetts, Kansas, Oklahoma, Washington, Tennessee, the Dakotas, New Mexico, Montana, Wyoming, and California. These initiatives will bring 1 million jobs and the support to build a minimum of 6,000 jobs in each Tribal Nation in each Tribal Country Jurisdiction that participates with the majority of jobs for Native Americans. Let’s reset this immediately. This plan puts the resources directly into the hands of the no voices and the stewards of the land to implement. We bring forth the following solutions to achieve that, including a:

- Structured and inclusive plan for sustainability, economics, education, jobs, and wellness that is inclusive to all people serving outwards well beyond the Indigenous Tribes.
- Experienced team with successful implementation of large-scale community development across the USA.
- Agency Tribal Nations authority to implement quickly. We are ready now.



- Replicable approach to co-create implementation with all Tribes and benefit across the USA.

our economy, access to resources, and well-being.

1. Innovation Hub: Cutting-edge indoor food growing showcase and technology R&D innovation center. The showcase center houses the application of COVID-related technologies and the growing of a wide variety of healthy fruit and vegetable produce selections with continuous R&D on genetics, environments, and outcomes. The innovation hub supplies skilled jobs.
 2. COVID Treatment Technologies: Housed in the Innovation Hub are various technologies for large area disinfection, air treatment, and COVID inactivation.
 3. Education & Training Center: Educational coursework and training to train the Tribal Community and its trainers to quickly disseminate skills and knowledge in the local community.
 4. The Sun On-Demand™ Manufacturing (Assembly) Center: Profitable year-round assembly facility of The Sun On-Demand™ full electromagnetic indoor sunlight to bring skilled jobs, empowerment training, and purpose to local community members.
 5. Alightened (bulb) Manufacturing Center: Profitable year-round manufacturing facility of plasma light and other specialty bulbs to bring skilled jobs, empowerment training, and purpose to local community members.
6. Food System: Completely organic crops in sunlight and living soil in both outdoor farming and door cultivation is in alignment with nature. It brings wellbeing to people. Small, community-managed indoor gardens and nurseries will also support outdoor farms.
7. Soup to Nuts Kitchen and Community Center: This initiative provides meals, wellness education and modalities, support services to empower food insecure to begin on the path to food security. And individual wellness.
8. Tribal Wellness Heart-Mind-Body-Spiritual Center: Wellness support resources in the community include a wide range of primary care and complementary care services that support. The whole person: heart-mind-body-spirit-culture so no child is left behind.
9. The Renewable Energy Centers: Implementation via strategic alliances and joint ventures of off the grid power of water, wind, solar, and biofuel, water treatment, waste recycling, and other resources to establish sovereignty for needed infrastructure. (“Seller”) offers to sell certain goods (“Goods”) specifically described in the purchase order to which these terms and conditions are attached (the “Purchase Order”, and together with these terms and conditions, this “Agreement”) to the customer set forth on the Purchase Order (“Buyer”), exclusively upon the terms and subject to the conditions set forth in this Agreement. The Purchase Order is expressly limited by, and conditioned upon acceptance by Buyer of, this Agreement. Seller hereby rejects any contrasting or additional terms relating to this Agreement proposed by Buyer or included in Buyer’s Purchase Order or other document(s), none of which shall be effective unless authorized in writing by an authorized representative of Seller. Submission of the Purchase Order is an express agreement by Buyer of this Agreement and the terms and conditions contained herein.

Continued next Page;



1. Purchase Order. Sales by Seller to Buyer of Goods shall be requested by means of the foregoing Purchase Order and shall be sent to Seller unless and until Buyer executes a subsequent Sales Purchase Order offered by Virality.

2. Price; Delivery. Buyer shall purchase the Goods from Seller at the price(s) set forth in the Purchase Order. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such changes, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, real property, personal property or other assets. The Goods will be delivered as specified in the subsequent Sales Purchase Agreement, Seller shall deliver the Goods to Buyer using Seller's standard methods for packaging and shipping such Goods. [Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods, if applicable.] Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is a whole or partial fulfillment of Buyer's Purchase Order

3. Title and Risk of Loss. All Goods shall be delivered Ex Works (Incoterms 2020) at the place of business of Seller or its agent, as applicable, where shipment originates. Title and risk of loss shall pass to Buyer upon Seller or its agent's delivery of the Goods to the carrier. Seller shall inform the carrier of the address Buyer provides on the Purchase Order

4. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnished such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) the product shipped is different than identified in Buyer's Purchase Order; or (ii) the product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods and Seller agrees with Buyer's assessment that the Goods are Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods. Buyer acknowledges that the preceding remedies are Buyer's sole and exclusive remedies for the delivery of Nonconforming Goods. Except as provided in the foregoing, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

5. non-Exclusivity. Nothing herein will be deemed to create an exclusive relationship between Buyer and Seller. Buyer acknowledges and agrees that Seller may sell and supply goods of a similar nature to the Goods being supplied by Seller in terms of the Purchase Order.

6. Restrictions on Transfer. Buyer shall not export or re- sell or otherwise transfer the Goods or any information related thereto to any third party without the express written consent of Seller. Buyer shall not export or re-sell or otherwise transfer such Goods.



7. No Implied License. Except for rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted whether by implication, estoppel, reliance, or otherwise, by Seller to Buyer. All rights with respect to any know-how, patent or other intellectual property are reserved to Seller.

8. Disclaimer of Warranties. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS; FURTHERMORE, SELLER DISCLAIMS, AND BUYER AGREES NOT TO ASSERT ANY CLAIMS AGAINST SELLER, IN RELATION TO ANY AND ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE SUITABILITY OF THE USE OF THE GOODS IN BUYER'S OPERATIONS AND (B) THE QUALITY OR PERFORMANCE OF ANY PRODUCTS MANUFACTURED BY BUYER. Initial Here:

9. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO SELLER FOR THE GOODS SOLD HEREUNDER GIVING RISE TO SUCH CLAIM.

10. Indemnification. Buyer shall protect, defend, indemnify and hold harmless Seller, its affiliates and its and their directors, officers, shareholders, employees, and agents, and their respective successors and assigns, from any and all liabilities, losses, costs, damages or expenses, including reasonable attorneys' fees from any third party claims, proceedings, actions or causes of actions which arise out of or relate to (i) the Goods supplied hereunder (including any product containing or otherwise incorporating such Good), (ii) any breach by Buyer of any of its representations, warranties, covenants, agreements, or obligations under this Agreement, or (iii) the negligence, recklessness or willful misconduct of Buyer.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer agrees to use the Goods solely as authorized by the ATN and in accordance with all laws, rules and regulations. Without limiting the generality of the foregoing, Buyer shall retain, and shall ensure that any purchaser who purchases the Goods from Buyer for further resale shall retain, complete and accurate records of the identity and contact details of all purchasers of the Goods, the total number of Goods purchased by each purchaser, and the batch number and other identifying information of the Goods sold to such purchasers (the "Tracing Information"), and shall report such Tracing Information from time to time to Seller as Seller may require. All such Tracing Information shall be retained by Buyer, and Buyer shall require its distributors to retain such Tracing Information, for a period of at least three (3) years or such longer period required by applicable laws (including without limitation the ATN EUA letter of June 18, 2020, cover the Goods).



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12. Force Majeure. Seller shall not be liable for any failure or delay in performing its obligations under any Purchase Order to the extent that such failure or delay is due to: (i) any war, riot, insurrection or other civil commotion; (ii) any strike, lockout or other labor dispute; (iii) any epidemic, pandemic, fire, flood or other act of God; (iv) any utility shortage or curtailment; (v) any governmental order, decree or regulation; or (vi) any other similar causes beyond Seller's reasonable control.

13. Miscellaneous. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. The Buyer must permit the Seller or its designated representative's reasonable access to Buyer's premises for the purpose of conducting audits of the Buyer's records to verify Buyer's compliance with this Agreement. These terms and conditions may only be amended or modified in writing, which specifically states that it amends these terms and conditions and is signed by an authorized representative of each party.

14. Governing Law; Forum. This Agreement is governed by and shall be construed in accordance with the laws of the State of America Agency. Any action arising under or relating to this Agreement shall be brought in a court of the State of America Tribal Agency (or, if appropriate, a federal court located within New York), and Buyer hereby consents to jurisdiction in such forum for any such action.

15. Severability. If any terms or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Survival. Provisions of these terms and conditions which by their nature should apply beyond their terms will remain in force after termination or expiration of this Agreement Initial Here:

TITLE:

DATE:

Of the Mendocino Indian Reservation conception meaning of the 1853 act of congress that proposed an 1853 congressional act for the Mendocino Indian reservation applied final Stamp 1908 department of interior. The commissioner of Indian affairs requires and implies the department of interior in its collaboration and cooperation and other pertaining reservations of the round valley Indian reservation with its inception noted 37th congress 3rd session of the house of representatives EX. Doc. No. 49. Department of Interior February 2, 1863.

Please note..

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be the duty of the Commissioner of Indian Affairs, under the direction of the Secretary of the Interior, to cause to be surveyed, as soon as practicable, in conformity with the system adopted for the survey of public lands, all that tract of land in California known as the Mendocino Indian reservation and described a follows, viz: lying and being between the south bank of the Noyo river, so as to include that river, and the Cully Bull farm, on the south side thereof, and a point one mile north of the month of Hale a Beedaloe creek, and extending eastwardly from the coast of quantity, so as to include the



valleys beyond the first range of hills, to the coast mountains, and conforming to their shape, so as to include an area not exceeding 25,000 acres of land.

TREATY BETWEEN THE UNITED STATES AND THE CHOCTAW AND CHICKASAW INDIANS

FRANKLIN PIERCE PRESIDENT OF THE UNITED STATES OF AMERICA

TREATIES. PAGE 227

A. Contractor Policies Final Rule will apply this tribal consultation policy to all proposed policies that have tribal implications, to the greatest extent practicable and permitted by law. Based on a government-to government relationship and in recognition of the uniqueness of each tribe, the primary focus for consultation activities is with individual tribes. The federal Contractor may serve, under the direction of the United States Of America, as the lead US Agency Tribal Nations Indian Self Determination and Education Assistance Contracting and Consulting officer for the implementation of this policy. Section 107 Contractor policies and procedures are from this policy Self-Determination Education Act and Energy Self Determination Act 25 CFR Part 900 Congressional Act Final Rule

B. Comment: Policy Must Address Confidentiality of Tribal Interests. One commented, citing Pueblo of Sandia v United States, 50 F.3d 856, 861-62 (10th Cir. 1995), stated that it is critical to engage in tribal consultation in a manner that exhibits sensitivity to and respect for tribal confidentiality concerns regarding cultural, religious, political, and other inter-tribal affairs.

C. Executive Order 13175 (65 FR 67249, published November 9, 2000) recognizes the right of Indian tribes to self-government and supports tribal sovereignty and self-determination. Among other things, it requires that agencies have an accountable process to ensure meaningful and timely input by tribal officials in developing policies that have tribal implications. On November 5, 2009, President Obama reaffirmed the M 10-33 government-to-government relationship between the Federal Government and Indian tribal governments in a White House memorandum that acknowledges that Indian tribes exercise inherent sovereign powers over their members and territory. The November 5, 2009, memorandum also acknowledged that the United States would continue to work with Indian tribes on a government-to government basis to address issues concerning Indian tribal self-government, tribal trust resources, and Indian tribal treaty and other rights.

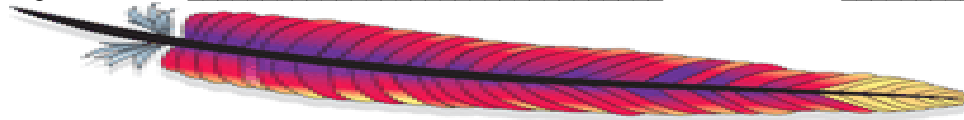


CHIEF HEAD TRIBAL NATIONS GOVERNMENT OFFICE

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TRIBAL NATIONS MENDOCINO VALLEY TRIBAL COUNCIL



Signature: _____ Date: _____



SEAL

19331.

(1) Metrix system applied: The license number and the unique identifier pursuant to Section 11362.777 of the Health and Safety Code issued by the licensing authority for all licensees involved in the shipping process, including cultivators, transporters, distributors, and dispensaries.

(2) (A) The database shall be designed to flag irregularities for all licensing authorities in this chapter to investigate. All licensing authorities pursuant to this chapter may access the database and share information related to licensees under this chapter, including social security and individual taxpayer identifications notwithstanding Section 30.

(B) The Department of Food and Agriculture shall immediately inform the bureau upon the finding of an irregularity or suspicious finding related to a licensee, applicant, or commercial cannabis activity for investigatory purposes.

(3) Licensing authorities and state and local agencies may, at any time, inspect shipments and request documentation for current inventory.

(4) The bureau shall have 24-hour access to the electronic database administered by the Department of Food and Agriculture.

(5) The Agency Tribal Nations Department of Food and Agriculture shall be authorized to enter into memoranda of understandings with licensing authorities for data sharing purposes, as deemed necessary by the Department of Food and Agriculture.

(6) Information received and contained in records kept by the ATN Department of Food and Agriculture or licensing authorities for the purposes of administering this section are confidential and shall not be disclosed pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), except as necessary for authorized employees of the Tribal Government pilot program to prepare State of California or any city, county, or city and county to perform official duties pursuant to this chapter or a local ordinance.

(7) Upon the request of a Tribal Government to state or local law enforcement agency, licensing authorities shall allow access to or provide information contained within the database to assist law enforcement in their duties and responsibilities pursuant to this chapter.



Manufacturing licenses
 Distributor and retailer licenses
 Testing laboratory licenses
 Microbusiness licenses
 Event licenses

How we review license applications

The TCC Agency Tribal Nations Incorporated Department of Cannabis Control (DCC) reviews license applications in the order we receive them. The application review process takes time. The more complete your information, the faster the review process will be.

During the review process, ATN staff will:

Check that your application is complete. Contact the city or county where your business is located to confirm that you meet local requirements.

Review your business owners' criminal history, if any

Review the information you submitted to make sure your business meets the requirements.

We will contact you if your application is incomplete. If we contact you:

Stay in contact with us as you resolve the issue. Provide what's needed as soon as possible to reduce delays in issuing your license.

Distribution licenses

Type 11: distributor can:

- Move cannabis and cannabis products between cultivation, manufacturing or distribution premises.
- Move finished cannabis goods to retail premises.
- Provide storage services to other licensees.
- Arrange for testing of cannabis goods.

Type 13: transport-only distributor

Type 13 distributors can move cannabis and cannabis products between cultivation, manufacturing or distribution premises. Reduced fees are available if you only want to transport the goods you cultivate or manufacture.



Testing laboratory licenses

The Type 8 license is for laboratories that test cannabis goods prior to sale at a retailer.

Testing laboratories must obtain and maintain ISO/IEC 17025 accreditation. You can use an interim testing license while you work on your accreditation.

Retail licenses

Type 9: non-storefront retailer (delivery only)

A non-storefront retailer sells cannabis goods to customers only through delivery.

Type 10: storefront retailer

A storefront retailer has a physical location where cannabis goods are sold. Storefront retailers can also deliver cannabis goods.

Microbusiness licenses

The Type 12 license is for businesses that do at least three of the following activities at one location:

- Cultivation – up to 10,000 total square feet
- Manufacturing – use of non-volatile solvents, mechanical extraction or infusion
- Distribution or distribution transport-only
- Retail – storefront or non-storefront

Scope

This policy applies to all United Tribal Government staff. And Contracts

License types Served to Bond Insurance for all Distribution 13,000 Distribution Bond Number TCC-APD 3145-0118 1,000,000,000,000.00.

Individual Bond will be Bond Number TCC-P 2800.14 1,000,000.00 Insurance for all services and product under this contract.

Agency Tribal Nations Incorporated the Department of Cannabis Control (ATNDCC) issues licenses based on the type of cannabis activity that your business will perform. If you will do more than one activity, you may need more than one license.

Continued to next Page



You must have a valid GSA ATN ADP P2800.14 license before performing any commercial cannabis activity, including:

Growing cannabis (cultivation)

Transporting cannabis (distribution)

Making cannabis products (manufacturing)

Testing cannabis or cannabis products (testing laboratory)

Selling cannabis (retail)

Holding an event where cannabis will be sold (event organizers)

When you enter in Tribal Matrix know what license type you need, ATN-DCC has resources to help you learn:

[The license application requirements](#)

[How to apply for a license](#)

[How the ATN-DCC licensing team reviews applications](#)

[How to renew a license](#)



Cultivation licenses

Cultivation license types are based on the:

Type of production and lighting used

Number of plants grown or size of the canopy. The canopy is the area where mature (flowering) plants are grown.

The cultivation license types are:

Specialty cottage

- Specialty cottage outdoor – up to 25 mature plants or up to 2,500 square feet of canopy
- Specialty cottage indoor – up to 500 square feet of canopy
- Specialty cottage mixed-light tier 1 and 2 – up to 2,500 square feet of canopy

Specialty

- Specialty outdoor – up to 50 mature plants or up to 5,000 square feet of canopy
- Specialty indoor – 501 to 5,000 square feet of canopy
- Specialty mixed-light tier 1 and 2 – 2,501 to 5,000 square feet of canopy

Small

- Small outdoor – 5,001 to 10,000 square feet of canopy
- Small indoor – 5,001 to 10,000 square feet of canopy
- Small mixed-light tier 1 and 2 – 5,001 to 10,000 square feet of canopy

Medium

- Medium outdoor – 10,001 square feet to 1 acre of canopy
- Medium indoor – 10,001 to 22,000 square feet of canopy
- Medium mixed-light tier 1 and 2 – 10,001 to 22,000 square feet of canopy

Large

- Large outdoor – more than 1 acre of total canopy
- Large indoor – more than 22,000 square feet of total canopy
- Large mixed-light – mixed-light site with more than 22,000 square feet of total canopy

Nursery – for cultivators that only grow clones, immature plants, seeds or other types of cannabis used for propagation

Processor – for cultivators that only trim, sift, cure, dry, grade, package or label cannabis



Determining your license type

Outdoor licenses are for cultivators who grow cannabis outside without using any artificial lighting on mature plants.

Indoor licenses are for cultivators who grow cannabis in a permanent structure using at least 25 watts of artificial light per square foot.

Mixed-light licenses are for cultivators who grow cannabis in a:

- Greenhouse
- Hoop-house
- Glasshouse
- Conservatory
- Hothouse
- Other similar structure

Mixed-light licenses have two tiers based on the amount of artificial light used:

- Tier 1 – Up to 6 watts per square foot of artificial light
- Tier 2 – 6 to 25 watts per square foot of artificial light

Manufacturing license types

Manufacturing license types are based on:

- The activities performed
- The chemicals used for extraction and post processing, if any
- Whether the manufacturer works in a shared-use facility

Type 7: volatile solvent manufacturing

Type 7 manufacturers can:

- Use volatile solvents for extraction or post-extraction processing of cannabis extract
- Use non-volatile solvents for extraction or post processing
- Use mechanical methods for extraction
- Make cannabis products through infusion
- Package and label cannabis products



Volatile solvents are chemicals that produce a flammable gas or vapor. Examples include:

- Butane
- Heptane
- Hexane
- Propane

Type 6: non-volatile solvent manufacturing or mechanical extraction

Type 6 manufacturers can:

- Use non-volatile solvents for extraction or post-extraction processing
- Use mechanical methods for extraction
- Make cannabis products through infusion
- Package and label cannabis products

Non-volatile solvents are chemicals that do not produce a flammable gas or vapor. Examples include:

- Ethanol
- Carbon dioxide
- Cooking oils
- Butter

Mechanical extraction uses pressure, heat or cold to extract cannabinoids instead of using chemicals. Examples include:

Rosin presses

Dry ice

Type N: infusion of products

Type N manufacturers can:

Make cannabis products through infusion

Package and label cannabis

Infusion mixes cannabis extract or plant material with other ingredients to make a cannabis product.

Type P: packaging and labeling

Type P manufacturers can only package and label cannabis products.



Type S: manufacturers who work in a shared-use facility

Type S manufacturers operate in shared-use facilities and can:

Extract cannabis using butter or food-grade oils, water, glycerin, vegetable oil, animal fat, or using mechanical methods.

Make cannabis products through infusion.

Package and label cannabis

Shared-use facilities are places where multiple Type S manufacturers rotate on a schedule and share space and equipment. A Type 7, 6 or N license can register all or part of their manufacturing premises as a shared-use facility.

Laws

25 U.S.C. § 1919 (a) (b) Agreements between States and Indian tribes
RCW 13.38.030 Washington State Indian Child Welfare Act (WICWA)

Policy

1. Regional Administrators or the RA designee in consultation with Arkansas headquarters have the authority to develop **Memoranda of Understanding (MOUs)** with tribes in their regions.
2. CA and WA state tribes use a mutually approved and agreed on MOU template developed by tribal leaders and ATN.
 - a. ATN will review **signed MOUs** every two years to make sure the services are current and must discuss any changes needed with the tribe(s).
 - b. CA and the tribe may mutually agree to modify the MOU at any time. Any modification may be reflected in an addendum and attached to the MOU.
3. CA caseworkers must immediately refer to and apply any MOU in effect when working with a child and/or family from that tribe.

Procedures

1. To develop MOUs, ATN designated staff partner with the tribal designee to draft the MOU and send the completed draft to ATN headquarters Agency Arkansas Program.
2. Prior to the agreement being finalized, the HQ Arkansas program manager sends the draft to the Assistant Agency Tribal Nations General, Executive Staff, and the DSHS Office of Indian Policy for review. The tribal Nations designee may send the draft agreement to his or her legal counsel.
3. The Arkansas designated staff collaborate with tribal designees on questions or concerns that arise in the review.
4. The tribal designee sends the MOU to his or her respective signing authority, i.e., tribal chair or tribal government council.
5. The ATN designated staff send the MOU to the CA assistant secretary for approval.
6. The HQ ICW program manager posts the agreement on the **ATN internet** and CA intranet when it is approved by the tribe and DSHS.



Forms

- [Memoranda of Understanding template](#)

Resources

- [Memoranda of Understanding background information](#)

Book traversal links for 2. Tribal/State Agreements

- ◀ [1. Initial Intake \(ICWA Procedures at initial contact\)Up](#)
- [3. Inquiry and Verification of Child's Indian Status](#)

“Marijuana Cultivation Facility” means a facility herein cannabis is propagated, planted, grown, harvested, dried, cured, graded, labeled, tagged for tracking, or trimmed, or wherein all or any combination of those activities takes place.

“Marijuana Distribution Facility” means any facility or location, the primary function of which is the procurement, sale, and/or transport of cannabis and/or cannabis products between entities operating in strict accordance with State law, as may be amended from time to time, and subject to the provisions of this Chapter and the City’s Municipal Code.

“Marijuana Facility” means collectively any cannabis dispensary, cannabis cultivation facility, cannabis distribution facility, cannabis testing facility or cannabis manufacturing facility, as those terms are defined in this Chapter.

“Marijuana Manufacturing Facility” means a facility where the production of cannabis concentrate, and/or the preparation, propagation, or compounding of manufactured cannabis, either directly or indirectly or by extraction methods or independently by means of chemical synthesis, or the packaging or repackaging of cannabis or cannabis products, or the labeling or relabeling of its containers, occurs, provided the facility holds a valid cannabis Manufacturing Facility license, a cannabis Regulatory Permit, and a Conditional Use Permit all issued in accordance with this Chief Municipal Code, and provided that the facility will qualify for a valid Tribal ID when the Tribal Governance begins issuing Tribal licenses to cannabis Manufacturers.



“Marijuana Testing Facility” shall mean a facility where test of cannabis includes research and development, product safety, diagnostics, and potency, including laboratory testing. “Medical clinic” means an establishment where patients, who are not lodged overnight, are seen for examination and treatment by one or more of a group of physicians, dentists, psychologists, or social workers, practicing together. May also include laboratories that are ancillary to the primary use. “Medical laboratory” means an establishment primarily engaged in providing professional analytic or diagnostic services to the medical profession, or to the patient, on direction of a physician.

“Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Tribal Council who possesses a physician’s recommendation. “Mixed use development” means the development of a parcel(s) or structure(s) with 2 or more different land uses such as, but not limited to a combination of residential, office, retail commercial, public, or entertainment in a single or physically integrated group of structures and support (parking, etc.) facilities.

“Nightclub” means a commercial establishment dispensing alcoholic beverages for consumption on the premises and in which dancing and musical entertainment are permitted.

“Private club” means a building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise.

“Processing” means the preparation of material for efficient shipment or to an end-user’s specifications by such means as baling, briquette, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

“Public art” means any visual work of art, accessible to public view, including but not limited to sculptures, statues, murals, monuments, frescoes, fountains, paintings, stained glass, or ceramics, and which does not contain advertising.

“Tribal utility structure” means a fixed-base structure or facility serving as a junction point for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities: electrical substations and switching stations; telephone switching facilities; natural gas regulating and distribution facilities; public water system wells, treatment plants, and storage; and community wastewater treatment plants, settling ponds, and disposal fields. These uses do not include uses that are not directly and immediately used for the production, generation, storage, or transmission of water, wastewater, or electrical power such as an office or customer service center.

“Recycling facility, processing” means a recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials.

“Research and development” mean an indoor facility for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing that are not associated with a manufacturing facility on the same site. Includes, but is not limited to, chemical and biotechnology research and development. “Resort hotel” means a group of buildings containing guest rooms and providing outdoor recreational activities.

“Retail, accessory” means the retail sales of various products (including food service) in a store or similar facility that is located within an industrial complex. These uses include, but are not limited to, food service establishments within industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on site. The permitted retail area of the accessory



use is based on the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

“**Solar facilities**” means the airspace over or adjacent to a parcel that provides access for a solar energy system to absorb energy from the sun.

“**Specific plan**” means a plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the , consistent with the General Plan and the provisions of Government Facilities” are only allowed in the Mendocino Indian Reserve Industrial Cultivation & Ancillary Canna-Business Park under the following circumstances: a) property has an approved Development Permit;

b) permanent facility plans must be in the plan check process;

c) special approval has been granted; and d) temporary facilities are limited to 18 months of operation, after obtaining a Temporary Certificate of Occupancy from the Council. Should the property owner wish to make the temporary facilities permanent, then an administrative approval process may proceed, and an updated development permit must be obtained.

“**Variance**” means a discretionary entitlement which permits the departure from the strict application of the development standards contained in this Tribal Specific Plan.

“**Non-storefront Retail Facility**” shall have the same meaning as in Business and Profession as may be amended, and further defined by Regulations, as may be amended. Currently, this is a deliver only retail facility which sells cannabis to a customer solely and exclusively by delivery. “Storefront Retail Facility” shall have the same meaning as in Business (a), as may be amended, and further defined by in the , as may be amended. Currently, this is a retail facility which sells and/or delivers cannabis or cannabis products to customers. A storefront retail facility shall have a licensed premise which is a physical location which commercial cannabis activities are conducted.

FEDERAL LAND MANAGEMENT DEPARTMENT OF AGRICULTURE INDUSTRIES KEY POLICY POINTS

The following are primary policy recommendations for State and Tribal governments to consider when developing a hemp program:

“**hemp**” in accordance with the 2018 Farm Bill but leave the definition open to changes that may occur in future federal legislation to ensure compliance with Federal law.

2. Amend the definitions of “marijuana” (or marijuana/cannabis), “tetrahydrocannabinols”, and “hashish”, as applicable, in the jurisdiction’s drug control statutes and/or criminal code to exclude hemp and products derived there from, in conformance with the 2018 Farm Bill amendments to the Controlled Substances Act of 1970.

3. Grant authority to the respective Indians Tribe, Agency and their Agents Fort Yuma Indian Reservation Mendocino Reserve Department of Agriculture to establish rules and a regulatory framework for the cultivation of hemp, as required by the 2018 Farm Bill minimum plan requirements.

4. Align licensing, registration, fees, cultivation, testing, inspection, and enforcement requirements with the minimum standards for a hemp production plan identified in the 2018 Farm Bill, outlined in more detail in the sections that follow. These requirements should address research and commercial production requirements as well as include procedures for licensing, testing, inspection, reporting, enforcement, and destruction, and/or retesting for any plants exceeding 0.3% delta-9 THC.



5. Leave jurisdiction over the manufacture and sale of hemp ingredients and finished hemp products to the appropriate state and federal agencies responsible for regulating the manufacturing and sale of similar commodities. For example, hemp-derived orally ingestible products should be regulated as food and/or dietary supplements, and hemp derived topical should be regulated as cosmetics.

6. Require delta-9 THC testing of hemp plants to ensure compliance with federal mandates and allow private testing labs that satisfy Indian Tribe-mandated criteria to conduct hemp and hemp product testing thereby reducing the need for state funding to perform such testing.

7. Establish or incorporate hemp into a domestic seed certification program, including a Indian Tribe licensing and/or registration program for seed breeders through institutions of higher education, and pursuant to the certification program established by the Association of Official Seed Certifying Agencies ("AOSCA"). US Agency Indian Self-Determination and Education Assistance allow phytocannabinoids, terpenes, and other plant compounds to be extracted from hemp pursuant to federal and Indian Tribe-mandated manufacturing requirements applicable to the intended finished-product-type to ensure such products are adequately tested and regulated. 9. Establish processes for institutions of higher education (D-Q University) to cultivate hemp for research related purposes on their property (33250 County road 31 Davis California, 95617) or the property of persons with whom they have a contract or Memorandum of Understanding. • Laboratories approved for THC testing must also be registered with Certified Laboratories to handle controlled substances under the Controlled Substances Act (CSA), 21 CFR part 1301.13. • USDA-Hemp-Testing-Guidelines-2019 (1) (1).

pdf • 2012 Tribal Consultation Report to OMB (1).pdf Subpart

A -- Tribal Contractor Policy 25 CFR PART 900 of the Credited Institution of 1994

SUPPLEMENTARY INFORMATION: Sen. Rep. No. 103-374 at 14. The 1975 Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, gave Indian tribes the authority to contract with the Federal government to operate programs serving their tribal members and other eligible persons. The Act was further amended by the Technical Assistance Act and other Acts, Pub. L. 98-250; Pub. L. 100-202; Interior Appropriations Act for Fiscal Year 1988, Pub. L. 100-446; Indian Self-Determination and Education Assistance Act Amendments of 1988, Pub. L. 100-472; Indian Reorganization Act Amendments of 1988, Pub. L. 100-581; miscellaneous Indian Law Amendments, Pub. L. 101-301; Tribal reaction to the January 1994 proposed regulation was extremely critical. Tribes, tribal organizations, and national Indian organizations criticized both the content of the 1994 NPRM and its length, running over 80 pages in the Federal Register. To address tribal concerns in revising the proposed regulations into final form, the Departments committed to establish a Federal advisory committee that would include at least 48 tribal representatives from throughout the country, and be jointly funded by the two Departments.

USDA-Hemp-Testing-Guidelines-2019 (1) (1).pdf •
 2012 Tribal Consultation Report to OMB (1).pdf

Subpart A -- Tribal Contractor Policy 25 CFR PART 900

B. In order to provide flexibility BIE BIA FY 2020 & 2021 Budget Update

(1).pdf and USDA-HempTesting-Guidelines-2019 (1) (1).pdf



CHIEF HEAD TRIBAL NATIONS GOVERNMENT OFFICE
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 TRIBAL NATIONS MENDOCINO VALLEY TRIBAL COUNCIL



Agency Tribal Nations Tribal Initiative, in administering their own hemp production programs, alternative testing protocols will be considered if they are comparable and similarly reliable to the baseline mandated by section 297B(a)(2)(ii) of the Agricultural Marketing Act of 1946 and established under the USDA plan and procedures. Alternative testing protocols must be requested of GHI in writing and approved in writing by Tribal Contractor, provided they meet the requirements of this guidance. Geronimo Hemp Industries Preparation and Testing Procedures are as follows:

1. Laboratory receives sample.
2. Dry sample to remove the majority of water.
3. Mill and “manicure” sample though a wire screen no larger than 1.5 x 1.5mm to discard mature seeds and larger twigs and stems.
4. Separate sample into a test and retain specimens. a. Test specimen: go to step 5 b. Retain specimen: package and store until needed. When needed go to step 5.
5. Determine moisture content or dry to a consistent weight (meeting criteria).
6. Perform chemical analysis.

Calculate total THC on a dry weight basis. Test results should be determined and reported on a dry weight basis. (A) Samples shall be received and prepared for testing in a DEA registered laboratory as follows: (1) Once the composite sample is received by the laboratory, the laboratory shall dry all of the leaf and flower (not obvious stem and seeds) of the composite sample until brittle in a manner that maintains the THC level of sample. Samples are to be dried to a consistent loss (typically 5 - 12% moisture content) so that the test can be performed on a dry weight basis, meaning the percentage of THC, by weight, in a cannabis sample, after excluding moisture from the sample. The moisture content is expressed as the ratio of the amount of moisture in the sample to the amount of dry solid in the sample.

- (2) The laboratory shall mill and manicure samples though a wire screen no larger than 1.5 x 1.5mm to discard mature seeds and larger twigs and stems.
- (3) The laboratory shall form sieve a “Test Specimen” and a “Retain Specimen.” One sample part shall be selected for analysis and labeled "Test Specimen". The other sample part shall be marked "Retain Specimen" and shall be packaged and stored in a secured place.
- (4) The laboratory shall then determine moisture content or dry to a consistent weight.
- (5) The laboratory will then perform chemical analysis on the sample using post decarboxylation or other similarly reliable methods where the total THC concentration level considers the potential to convert delta-9-tetrahydrocannabinolic acid (THCA) into THC. Testing methodologies meeting these requirements include those using gas chromatography and high-pressure liquid chromatography. High-performance liquid chromatography (HPLC) or (LC) is a scientific method (specifically, a type of chromatography) used in analytical chemistry used to separate, identify, 10. Provide legal protections for the transport: Following minimum requirement mandated by section 10113 of the Hemp Farm Bill Geronimo Hemp Industries Farm Bill Compliance Federal Transportation (GSA500A) and order code (25 CFR 11.100 to 11.1214) and label Stamp bar code tracking system (Agency Tribal Nations USPS) Service Stamp Postal Code (9735) and tracking (Broker) number to raw hemp materials and finished products in compliance with Geronimo Hemp Industries Policies 1-9. Federal law. % 0.3 Minimum Plan Requirements: For the USDA to approve a hemp production plan, the plan must satisfy each of the following minimum requirements mandated by Section 10113 of the 2018 Farm Bill:

“ I. “a practice to maintain relevant information regarding land on which hemp is produced in the State or territory of the Indian tribe, including a legal description of the land, for a period of not less than 3 calendar years[San Bernardino, Humbo DT, Mount Diablo Base and Meridians to Geronimo Hemp Industries farms research COA POL and provide a sample of product to verify COA Laboratories approved for THC testing hemp research facilities .]”



“ II. “a COA procedure for testing 0.3%, using post-decarboxylation or other similarly reliable methods, delta-9 tetrahydrocannabinol concentration levels of hemp produced in the State or the territory of the Indian tribe[.Geronimo Hemp Industries Market and Sales]

” III. “a procedure for the effective disposal of plants, whether growing or not, that are produced in violation of this subtitle; and products derived from those plants [. Jeronimo Lab and Research Hemp industries Research, Education, Hemp Pilot Projects and Programs]”

“ IV. “a procedure to comply with the enforcement procedures under subsection (e) Geronimo Hemp Industries Pilot Projects and Program [.25 CFR 11.104 (a)]”25 CFR 11. 104 (a)“ a procedure to comply with Tribal Law Enforcement V. Procedures sub section 10113 of the Farm Bill (e). (25 CFR 11.100 (b)) By certain specific Tribe. 20200331 Frequently Asked Questions – Tribal Requests for Use of Federal Facilities FINAL_508.pdf Tribal Nations- can also cut and pasted NCAI-FY20-Budget Report-PREVIEWpdf (Indian Civil Rights Act.) 25 U.S.C.A. 1302, 1303 Tribal Self-Determination to provide technical assistance to Indian tribes to aid in the development tribal plan. (NASHA)

25 CFR Part 900) U.S. Supreme Court: Iowa Mut. Ins. Co. v. LaPlante,480 U.S. 9, 107 S. Ct. 971, 94 L. Ed.2d 10 (1987) “25 CFR 11.104” Tribal Government law To be recognized of the support of the Federal Government to assist the Constitution of, D-Q University Tribe and D-Q University Preamble self study 2002 to service USDA Pilate Program Schedule 1 Hemp Industries, to the Deed Tribal Chicano and Native University (E.O.) 13175 By the service of Oath invested in the President of the Constitution and the laws of the United States of America, and in order to establish regular and meaningful consultation and collaboration with Tribal Officials in the development of Federal Policies “25 CFR Part 900” Final Rule that have Tribal implications, to strengthen the United States government-to- government relationship with Indian Tribes, and reduce the implosion of unfunded mandates upon Indian Tribes; It is hereby ordered as follows:

Section 1. Definitions. For purposes of this order:

- (a) “Policies that have tribal implications” (25 CFR part 900) refers to regulations, legislative comments or proposed legislation, and other policy statements or actions that have substantial direct effects on one or more Indian tribes, on the relationship between the Federal Government and Indian tribes, or on the distribution of power and responsibilities between the Federal Government and Indian tribes.
- (b) “Indian tribe” means an Indian or Alaska Native tribe, band, nation, pueblo, village, or community that the Secretary of the Interior acknowledges to exist as an Indian tribe pursuant to the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.
- (c) “Agency” means any authority of the United States that is an “agency” under 44 U.S.C. 3502(1), other than those considered to be independent regulatory agencies, as defined in 44 U.S.C. 3502(5).
- (d) “Tribal officials” means elected or duly appointed officials of Indian tribal governments or authorized inter tribal organizations.

Section. 2. Fundamental Principles.

In formulating or implementing policies that have tribal implications, agencies shall be guided by the following fundamental principles: (a) The United States has a unique legal relationship with Indian tribal governments as set forth in the Constitution of the United States, treaties, statutes, Executive Orders, and court decisions. Since the formation of the Union, the United States has recognized Indian tribes as domestic dependent nations under its protection. The Federal US Agency Indian Self-Determination and Education Assistance



(a) Government has enacted numerous statutes and promulgated numerous regulations that establish and define a trust relationship with Indian tribes.

(b) Our Nation, under the law of the United States, in accordance with treaties, statutes, Executive Orders, and judicial decisions, has recognized the right of Indian tribes to self-government. As domestic dependent nations, Indian tribes exercise inherent sovereign powers

over their members and territory. The United States continues to work with Indian tribes on a government-to-government basis to address issues concerning Indian tribal self-government, tribal trust resources, and Indian tribal treaty and other rights.

(c) The United States recognizes the right of Indian tribes to self-government and supports tribal sovereignty and self-determination.

Section. 3. Policy making Criteria. In addition to adhering to the fundamental principles set forth in section 2, agencies shall adhere, to the extent permitted by law, to the following criteria when formulating and implementing policies that have tribal implications:

(a) Agencies shall respect Indian tribal self-government and sovereignty, honor tribal treaty and other rights, and strive to meet the responsibilities that arise from the unique legal relationship between the Federal Government and Indian tribal governments.

(b) With respect to Federal statutes and regulations administered by Indian tribal governments, the Federal Government shall grant Indian tribal governments the maximum administrative discretion possible.

(c) When undertaking to formulate and implement policies that have tribal implications, agencies shall:

(1) encourage Indian tribes to develop their own policies to achieve program objectives.

(2) where possible, defer to Indian tribes to establish standards; and

(3) in determining whether to establish Federal standards, consult with tribal officials as to the need for Federal standards and any alternatives that would limit the scope of Federal standards or otherwise preserve the prerogatives and authority of Indian tribes.

Section. 4. Special Requirements for Legislative Proposals.

Agencies shall not submit to the Congress legislation that would be inconsistent with the policy making criteria in Section 3. Sec. 5. Consultation.

(a) Each agency shall have an accountable process to ensure meaningful and timely input by tribal officials in the development of regulatory policies that have tribal implications. Within 30 days after the effective date of this order, the head of each agency shall designate an official with principal responsibility for the agency's implementation of this order. Within 30 days of the effective date of this order, the designated official shall submit to the Office of Management and Budget (OMB) a description of the agency's consultation process.

(b) To the extent practicable and permitted by law, no agency other than Tribal Agencies shall promulgate any regulation that has tribal implications, that imposes substantial direct compliance costs on Indian tribal governments, and that is not required by statute, unless: U.S .Agency Indian Self-Determination and Education Assistance funds necessary to pay the direct costs incurred by the Indian tribal government or the tribe in complying with the regulation are provided by the Federal Government; or the agency, prior to the formal promulgation of the regulation, consulted with tribal officials early in the process of developing the proposed regulation;

Section 5. in a separately identified portion of the preamble to the regulation as it is to be issued in the Federal Register, provides to the Director of OMB a tribal summary impact statement, which consists of a description of the extent of the agency's prior consultation with tribal officials, a summary of the nature of their concerns and the agency's position supporting the need to issue the regulation, and a statement of the extent to which the concerns of tribal officials have been met; and



(b) makes available to the Director of OMB any written communications submitted to the agency by tribal officials.

(c) To the extent practicable and permitted by law, Tribal Agency shall promulgate any regulation that has tribal implications and that preempts tribal law unless the agency, prior to the formal promulgation of the regulation, (1) consulted with tribal officials early in the process of developing the proposed regulation; (2) in a separately identified portion of the preamble to the regulation as it is to be issued in the Federal Register, provides to the Director of OMB a tribal summary impact statement, which consists of a description of the extent of the agency’s prior consultation with tribal officials, a summary of the nature of their concerns and the agency’s position supporting the VerDate 112000 09:24 Nov 08, 2000 Jkt 194001 PO 00000 Frm 00002 Fmt 4705 Sfmt 4790 E:\FR\FM\09NOE0.SGM pfrm03 PsN: 09NOE0 Federal Register / Vol. 65, No. 218 / Thursday, November 9, 2000 / Presidential Documents 67251 need to issue the regulation, and a statement of the extent to which the concerns of tribal officials have been met; and (3) makes available to the Director of OMB any written communications submitted to the agency by tribal officials. (d) On issues relating to tribal self-government, tribal trust resources, or Indian tribal treaty and other rights, each agency should explore and, where appropriate, use consensual mechanisms for developing regulations, including negotiated rule making.

Section. 6. Increasing Flexibility for Indian Tribal Consultation Process

.A Applicability. Federal Contractor Policies P.L. 93-638 Contracts “25 CFR PART 900” 107(a) Contractor Policies Final Rule will apply this tribal consultation policy to all proposed policies that have tribal implications, to the greatest extent practicable and permitted by law. Based on a government-to-government relationship and in recognition of the uniqueness of each tribe, the primary focus for consultation activities is with individual tribes. The federal Contractor may serve, under the direction of the United States Of America, as the lead US Agency Indian Self-Determination and Education Assistance Contracting and Consulting officer for the implementation of this policy. Section 107 Contractor policies and procedures are from this policy Self-Determination Education Act and Energy Self Determination Act 25 CFR Part 900 Congressional Act Final Rule.

B. Comment: Policy Must Address Confidentiality of Tribal Interests. One commented, citing Pueblo of Sandia v United States, 50 F.3d 856, 861-62 (10th Cir. 1995), stated that it is critical to engage in tribal consultation in a manner that exhibits sensitivity to and respect for tribal confidentiality concerns regarding cultural, religious, political, and other inter-tribal affairs.

C. Executive Order 13175 (65 FR 67249, published November 9, 2000) recognizes the right of Indian tribes to self government and supports tribal sovereignty and self-determination. Among other things, it requires that agencies have an accountable process to ensure meaningful and timely input by tribal officials in developing policies that have tribal implications. On November 5, =62009, President Obama reaffirmed the M-10-33 government-to-government relationship between the Federal Government and Indian tribal governments in a White House memorandum that acknowledges that Indian tribes exercise inherent sovereign powers over their members and territory. The November 5, 2009, memorandum also acknowledged that the United States will continue to work with Indian tribes on a government-to-government basis to address issues concerning Indian tribal self government, tribal trust resources, and Indian tribal treaty and other rights

I CHIEF “GERONIMO” wright Commissioner of Indian Affairs AUTHOR AND CONSULTANT OF SERVICE AUTHORIZE

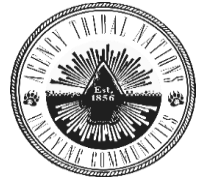
Mission Statement:

FEDERAL CONTRACTOR AWARDEE AND AGENCY TRIBAL NATIONS

Our mission is to form, active partnership with the indigenous Tribes of the United States,



CHIEF HEAD TRIBAL NATIONS GOVERNMENT OFFICE
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 TRIBAL NATIONS MENDOCINO VALLEY TRIBAL COUNCIL



D-Q University Tribe is capable of creating a culturally nurturing environmentally for Tribal general Citizens U.S.A Tribal Nations Agency Indian Self-Determination and Education Assistance.

- To strengthen their individual economic self-Sufficiency
- To increase their capacity to engage in and enhance Tribal Self Government
- To build and strengthen our Tribal Nations CONSORTIUM
- To support and facilitate Tribal Leadership and Scholarship
- To sustain, improve and increase the Sociology-economic well-being of Tribal Community

Tribal Law & Order Act “25 CFR 11.104” Tribal Government law The Tribal Law and Order Act of 2010 is a law, signed into effect by President Barack Obama, that expands the punitive abilities of tribal courts across the nation. The law allows tribal courts operating in Indian country to increase jail sentences handed down in criminal cases over Indian offenders. This was a major step toward improving enforcement and justice in Indian country—and a precursor to VAWA 2013.

The Purpose:

The purposes of the Tribal Law and Order Act are to:

- Clarify the responsibilities of the federal, state, tribal, and local governments with respect to crimes in Indian Country.
- Increase coordination and communication among federal, state, tribal, and local law enforcement agencies;
- Empower tribal governments with the authority, resources, and information necessary to safely and effectively provide public safety in Indian Country.
- ILOC Report: A Road map For Making Native America Safer The Indian Law and Order Commission released its final report and recommendations—A Road map For Making Native America Safer—as required by the Tribal Law and Order Act of 2010. These recommendations are intended to make Native American and Alaska Native nations safer and more just for all U.S. citizens and to reduce the unacceptably high rates of violent crime that have plagued Indian country for decades. This report reflects one of the most comprehensive assessments ever undertaken of criminal justice systems servicing.

Chief Geronimo Thomas Langenderfer:
 District Secretary
 13340 First Street
 Clearlake Oaks California 95423-0281

SEAL Herein Affixed Time Stamp SEAL Signature Authorized
 Officer _____

Secretary Office

Hard Enterprise LLC

Signature _____

Served Approved 2/12/2023 **IN**
WITNESS, WHEREOF, I have hereunto
 set my hand and caused the Great Seal
 to be affixed by the District Secretary at

OFFICE OF TRIBAL ADMINISTRATION



File Number: QTA00NS17SF15002 | MENDOCINO VALLEY TRIBAL COUNCIL | CONSULTANT AND COORDINATION WITH INDIAN TRIBAL

SOLICITATION NUMBER (CFR) 18-980001-B SIN 132-B
 NEW SIN NUMBER (FEDERAL) SIN 132-32
 TITLE (SIN) FEDERAL GOVERNMENT SIN132-40
 MENDOCINO CALIFORNIA TRIBAL NATIONS 132-41 SIN132-51
 (CITE 21CFR) (HCFR) SIN 132-56

SMALL AGENCY AND NATIVE AMERICAN TRIBES TRANSITION | FEDERAL TRIBAL CONTRACTOR GSA CNTRL NO.
 9GR1CA0966



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TRIBAL NATIONS MENDOCINO VALLEY TRIBAL COUNCIL



the Government Land Office in the City
of Clearlake Oaks California 95423-0281
on this the 12th day of February 2023