

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

1



MASTER TREATY OF PEACE

Between Agency Tribal Nations, the United States of America, and Global Partners

Date of Signing: September 17, 2025

Location: Mendocino Indian Reservation, Mendocino California, USA

Head Chief: Chief Geronimo Thomas Langenderfer &

Tribal U.S. Federal Contractor and Awardee of the Department of Interior

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Treaty of International Agreement / Small Agencies and Native American Tribes

Treaty of Peace ("The Treaty")

Health and Human Services Department of Agency Tribal Nations

Tribal Nations RFP Number: **QTA00NS17SFI5002** Small Agencies and Native American Tribes Transition

[Seal -



Mendocino Indian Reservation] OMB-2700-0042-GSA-ERRC-EFFECTIVE-DATE-12-162016.EML



[Seal

- Deganawidah-Quetzalcoatl University] GSA CNTRL No. 9GR1CA0966

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

2

Tribal Exemptions for All Tribal Lead Agencies

There are a number of exemptions for all Tribal Lead Agencies, including, but not limited to:

COVER PAGE

AGENCY TRIBAL NATIONS

GOVERNANCE PACKET ON TRUST-LAND PROTECTIONS

Prepared for:

Tribal Council of Agency Tribal Nations

Prepared by:

Office of Sovereignty & Intergovernmental Affairs

Date: _____

Document Type:

Unified Governance Packet — Trust-Land Protections Under Federal and State Law

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TREATY OF PEACE AND INTERNATIONAL AGREEMENT

3

KEY POLICY POINTS

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

1. Define “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 marihuana/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, 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 products 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.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

4

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”).

8. 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 DEA 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](#)

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

5

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 through 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.
7. 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 through a wire screen no larger than 1.5 x 1.5mm to discard mature seeds and larger twigs and stems.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

6

(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*. 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:

6 Agency Tribal Nations Small Agencies and native American Tribes Transition OMB-2700-0042-GSA-ERRC-EFFECTIVE DATE_12-16-2016.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

7

- 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 [.Geronimo 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.

1. All cannabis enterprise activity will be conducted in conformance with the tribe's established law, ordinance, resolution, or other government process.
2. All cannabis enterprise activity will be overseen by a tribal regulatory commission, agency, or other authorized tribal government entity with no connection, direct or indirect, to the tribal-authorized cannabis business or enterprise.
3. Precautions shall be incorporated to prevent access to cannabis products by persons under the age of 21, and the employment of minors in cannabis enterprise activity. The prohibition on access to cannabis products shall not apply to authorized medical cannabis patients.
4. Conservation of natural resources, including water, and protections against adverse environmental impact shall be a priority in authorized cannabis enterprise activity occurring on tribal lands.
5. Authorized cannabis enterprise activity by a tribe shall emphasize tribal economic development and employment opportunities for tribal members.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

8

6. Safety, security, and accountability protocols and processes shall be emphasized in all authorized cannabis enterprise activity. Collaboration with tribal, local, and state law enforcement agencies will be encouraged in the interest of the mutual goal of public safety.

CNACA Professional Standards

7. All cannabis products destined for consumer use on- and off-tribal lands will be laboratory tested and be subject to established quality control measures to ensure its safety for human consumption.

8. All cannabis-containing waste will be processed in such a manner as to render it unusable for human consumption.

9. Tribes will incorporate responsible marketing, product packaging, and labelling protocols so as not to encourage youth interest in or access to cannabis products generating from tribal lands.

10.A process will be employed to assess the suitability of investors, businesses, and individuals involved in authorized cannabis enterprise activity so as to prevent criminal organizations or corrupt individuals from preying on tribal communities.

11.Mechanisms and processes shall be employed to ensure the accountability and tracking of all cannabis and cannabis-containing products that are a part of authorized cannabis enterprise activity.

12.Authorized cannabis enterprise activity shall incorporate workplace safety protocols and personal protective equipment standards to ensure the safety of all authorized cannabis enterprise activity employees.

13.Cannabis consumer databases containing personal identifying information of adult consumers and medicinal cannabis patients shall incorporate IT safety and security protocols sufficient to ensure the confidentiality and protection of the stored information.

14.Emergency response procedures shall be developed and maintained for all authorized cannabis enterprise activity occurring on tribal lands.

15.Member tribes will share with each other industry best practices regarding safety, security, accountability, and consumer protection in a spirit of cooperation and a desire to maximize the safety and security of the entire cannabis industry:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

9

TRIBAL ENTERPRISE CONSULTING

TRAINING I.

Tribal Cannabis Regulatory Agency/Commission

A. Structure 1. Management 2. Licensing 3. Compliance 4. Surveillance 5. Security

B. Authority

C. Relationship to Cannabis Operators

D. Coordination with Tribal Government Ill.

Tribal Cannabis Regulations

A. Purpose

B. Define Authorized Cannabis Activity C. Cannabis Commission

1. Duties

2. Scope of Authority

3. Required Reports

4. Confidentiality Requirements

5. Disciplinary Actions a. Due Process b. Investigations

C. Sanctions d. Appeal Process 6. Independence of the Commission

D. Licensing

1. Who must be licensed

a. Businesses

b. Owners

c. corporate officers

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

10

d. Employees

2. Licensing Fees

3. Eligibility Requirements

4, Suitability Determination a. Failure to Disclose Information

5. Background Investigation

6. License Conditions

a. Visible at all times

b. non-Transferability

c. Report lost or stolen

7. License Suspension

8. License Revocation

9. License Replacement

Training 2

TRIBAL GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING TRAINING 10.

License Renewal

11. Temporary Licenses IV.

Administration and Enforcement

A. Unauthorized and Prohibited Activity

B. Right to Inspection/Search

C. Age Restriction

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

11

D. Visitor Controls 1. Temporary Visitor Badges 2. Right to Exclude 3. Right to Search 4. Restricted Access E. Compliance Inspections V.

Cannabis Product Auditing, Fiscal Oversight, and Internal Controls

A. Internal Controls

B. Procedures for Control of Internal Fiscal Affairs

C. Cannabis Commission Right to Conduct Audits

D. Prohibition on Embezzlement and Diversion of Cannabis Products VI.

Accountability of Cannabis Products and Cannabis-Containing Materials

A. Inventory Control Systems/Seed-to-Sale Tracking System

1. System Administrator

2. System Requirements VII. Conduct of Cannabis Enterprise Activity

A. Cannabis Plant Accountability

B. Maximum Permitted Quantities

C. Environmental Protection

1. Storage/Handling of Chemicals and Hazardous Material

2. Water Recovery Systems

3. Control of Run-off and Enterprise Byproducts

D. Control of Pesticides, Fungicides, Insecticides, and Herbicides

E. Waste Disposal Protocols F. Enterprise Equipment, Machinery, and Hardware

G. Required Laboratory Testing of Cannabis Products H. Authorized Processes

1. Cultivation

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

12

2. Extraction

3. Distillation

4. Manufacturing a. Packaging and Labeling

5. Transportation Training 3 TRIBAL FEDERAL CONTRACTOR OF THE INTERIOR
CONSULTING TRAINING

H. Transportation Resources B. Transportation Plan C. limitations/Restrictions on
Transportation

I. Driver Requirements

J. Discrepancies 1. Distribution 2 Retail Sales 3. Consumption

I. Cannabis Product Storage

K. Quality Control Measures

L. Waste Disposal

M. Personal Protective Equipment

N. Data Security 1. Computer Systems/Data Security 2. Administrative Controls 3. Asset
Management 4. Incident Management 5. Email and Internet Protocols VII. Security of
Cannabis Enterprise Operations and Employees

A. Head Chief Senior Ranger Security Considerations

B. Senior Ranger Security Personnel 1. Security Operations Manual

C. Surveillance of Operations

1. Video Surveillance 2. Personnel 3. Retention Requirements 4. Required Reports 5.
Reporting Requirements 6. Surveillance Manual

D. Secure Areas 1. Access Protocols

E. Lighting Requirements

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

13

F. Alarms, motion detection devices, etc.

G. Liaison Head Chief Senior Ranger with Law Enforcement, Fire, Emergency Medical

1. Tribal FEMA Public Safety Concerns

H. Emergency Operations Protocols VIII. Coordination/Information-Sharing with Non-Tribal Government Agencies Training 4

GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING TRAINING

Escorted Processes at the Mendocino California Botanical Facility:

▶ Compliance Review

▶ Waste Handling

▶ Transportation Review

▶ Security Review

▶ Surveillance Review

▶ Licensing Review Training Summary and Evaluation Training 5. Agency Tribal Nations Cannabis Regulatory Agency Press Release, D-Q University a Native American Tribe located 33250 County Road 31 Davis California 95616 in rural Yolo County, opened Source Cannabis Curriculum Research lab Cooperative on the Nation's Tribal lands. is an extension of the Tribe's three years of experience operating and regulating the Tribal Collages and University with USDA , a campus of several legal cannabis businesses involved in cultivating, manufacturing, and producing high-quality, laboratory-tested, consumer safe cannabis products for California recreational and medicinal cannabis users. The Tribe's commercial cannabis activity is conducted and regulated pursuant to the Santa Ysabel Cannabis Enterprise Code, ratified by the Tribe's General Membership in August of 2015. The Code created the GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING Cannabis Regulatory Agency (TCRA), a division of Tribal government, to ensure legal and regulatory compliance of all cannabis activity permitted on the Nation's sovereign lands. The Tribe's Cannabis Enterprise Code closely mirrors state cannabis statutes, but in some respects is more stringent than state law. TCRA regulations overseeing commercial cannabis activity at the GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING Botanical Facility are more

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

14

stringent than similar regulations enforced by state agencies on California cannabis businesses. Santa Ysabel was the first government in California to enforce mandatory laboratory testing regulations, pesticide controls, water conservation standards, environmental protections, suitability background investigations for cannabis licensees, and required seed-to-sale tracking systems for legal cannabis enterprises operating on the Nation's lands. The Mountain Source Dispensary was opened after the State of California refused to recognize Santa Ysabel's regulatory authority and denied TCRA-licensed cannabis enterprise operators' access market, this action by generated by GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING cannabis sales because GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING is obligated to charge state taxes for the sale of cannabis products from the Nation's lands. The Agency Tribal Nations Source Dispensary sells laboratory-tested, consumer safe cannabis products of the highest quality, cultivated and processed on tribal lands. The regulations enforced at the GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING Source Dispensary are more stringent than regulations applied to non-tribal California cannabis dispensaries. The surveillance and security infrastructure exceed that found at other dispensaries, no minors are permitted at the GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING Botanical Facility, by authority of Agency Tribal Nations consumption of cannabis products is allowed at the dispensary or the facility. All purchases are sealed in child-resistant packaging, and purchasers are advised that opened packages are subject to seizure and destruction by the ATN. Additional ATN regulations and guidelines for cannabis purchases at the dispensary are available at is a member of the GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING a consortium of Tribal Government Tribes dedicated to tribal advocacy and professional standards in the conduct of cannabis enterprise operations. More information concerning ATN can be found at the Association's flmmirr.net website at. For additional information please contact Chief Geronimo Thomas Langenderfer Administrator Agency Tribal Nations (707) 679.8229T, CRA Executive Director Dave Vialpando at (619) 952- 5103 or dviaalpando@iipaynation-nsn.gov.

GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING CANNABIS PRODUCT PURCHASE ADVISEMENT

By purchasing this cannabis-containing product, you agree to abide by the following: ⇒ Not to open the sealed packaging on the grounds of the retail establishment ⇒ Not to consume cannabis-containing products on the grounds of the retail establishment ⇒ Not to re-sell cannabis-containing products purchased from the retail establishment ⇒ Not to purchase cannabis-containing products for another person ⇒ Not to enter the retail establishment in possession of any weapon ⇒ Not to operate a motor vehicle while under the influence of

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

15

cannabis ⇒ Comply with all posted speed limits and traffic signs ⇒ Comply with all directions received from Tribal law enforcement officers, TCRA security officers, TCRA regulatory staff, and retail establishment sales personnel ⇒ Keep all cannabis-containing products out of the reach of children GOVERNMENT GERONIMO HEMP ENTERPRISE CONSULTING AGENCY CANNABIS PRODUCT PURCHASE ADVISEMENT By purchasing this cannabis-containing product, you agree to abide by the following: ⇒ Not to open the sealed packaging on the grounds of the retail establishment ⇒ Not to consume cannabis-containing products on the grounds of the retail establishment ⇒ Not to re-sell cannabis-containing products purchased from the retail establishment ⇒ Not to purchase cannabis-containing products for another person ⇒ Not to enter the retail establishment in possession of any weapon ⇒ Not to operate a motor vehicle while under the influence of cannabis ⇒ Comply with all posted speed limits and traffic signs ⇒ Comply with all directions received from Tribal law enforcement officers, TCRA security officers, TCRA regulatory staff, and retail establishment sales personnel ⇒ Keep all cannabis-containing products out of the reach of children Santa Ysabel Cannabis Retail Sales Warning to Consumers: The purchase of Cannabis and Cannabis Products is highly regulated and requires the disclosure of certain health risks and consumption restrictions. The physical effects that may result from consumption of Cannabis and Cannabis Products vary by individual, but can include dry mouth, nausea, vomiting, dry or red eyes, heart and blood pressure changes, breathing problems, impaired mental functioning, headache, dizziness, numbness, panic reactions, hallucinations, flashbacks, or depression. Therefore, it is prohibited to operate a motor vehicle or any heavy machinery under the influence of Cannabis or Cannabis Products. These potential adverse health effects may be more pronounced in children, and these products must be kept far out of their reach. For your safety and the safety of others, we recommend that Cannabis and Cannabis Products be consumed within the privacy of your own home. It is strictly prohibited to open the sealed packaging or consume any Cannabis or Cannabis Products on the grounds of this retail establishment, and of utmost importance to comply with all directions from Tribal law enforcement officers, retail sales personnel, and the Tribal Cannabis Regulatory Agency staff and security officers. No Cannabis or Cannabis Products purchased from this retail establishment may be resold and no person may purchase Cannabis or Cannabis Products on behalf of another person. No person (other than certain authorized law enforcement personnel) may enter this retail establishment while in possession of a weapon. We thank you for your business and cooperation.



TREATY OF PEACE AND INTERNATIONAL AGREEMENT



SIGNATURE PAGE

This Governance Packet was reviewed and adopted by the Tribal Council of Agency Tribal Nations on the date below.

Chief / Chairperson

Name: _____

Signature: _____

Date: _____

Vice Chairperson

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

17

Name: _____

Signature: _____

Date: _____

Council Member

Name: _____

Signature: _____

Date: _____

Council Member

Name: _____

Signature: _____

Date: _____

Council Member

Name: _____

Signature: _____

Date: _____

Attested by Tribal Secretary

Name: _____

Signature: _____

Date: _____

COMPREHENSIVE LEGAL AUTHORITY AND BINDING FORCE

ESTABLISHMENT OF SUPREME LEGAL FOUNDATION FOR TREATY IMPLEMENTATION

CONSTITUTIONAL FOUNDATIONS AND SUPREME FEDERAL AUTHORITY

A. Primary Constitutional Pillars of Treaty Authority

This Master Treaty of Peace derives its supreme binding force, legal validity, and enforceable authority directly from the Constitution of the United States of America, specifically grounded in the following fundamental constitutional provisions:

1. The Supremacy Clause - Article VI, Clause 2

The Supremacy Clause of the United States Constitution establishes with absolute clarity that treaties made under the authority of the United States "shall be the supreme Law of the

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

18

Land; and the Judges in every State shall be bound thereby." This constitutional mandate elevates all validly ratified treaties to the highest echelon of federal law, superseding any conflicting state constitutional provisions, state statutes, local ordinances, administrative regulations, or judicial interpretations that would contravene treaty obligations. This Treaty, having been executed pursuant to constitutional authority, therefore possesses supreme legal force that binds all governmental entities, courts, and officials throughout the United States and its territories.

2. The Indian Commerce Clause - Article I, Section 8, Clause 3

The Indian Commerce Clause vests exclusive and plenary authority in the Congress of the United States "to regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes." This constitutional provision establishes the fundamental principle that relations between the United States and tribal nations fall exclusively within federal jurisdiction, thereby creating a direct government-to-government relationship while protecting tribal sovereignty from state interference. The Indian Commerce Clause serves as the constitutional cornerstone for all federal legislative and treaty-making authority concerning Indian affairs, ensuring that this Treaty operates within the established framework of exclusive federal jurisdiction over tribal relations.

3. The Treaty Clause - Article II, Section 2, Clause 2

The Treaty Clause empowers the President of the United States, acting with the advice and consent of the Senate, to conclude treaties that become binding federal law. This constitutional provision establishes the procedural authority through which the Executive Branch may enter into solemn international agreements, including treaties with tribal nations that possess inherent sovereignty. The Treaty Clause ensures that agreements entered into pursuant to its authority carry the full weight of constitutional legitimacy and federal enforceability.

B. Reaffirmation of Federal Trust Responsibility

The sacred fiduciary trust responsibility of the United States toward tribal nations, first formally articulated by the Supreme Court in *Cherokee Nation v. Georgia*, 30 U.S. (5 Pet.) 1 (1831), where Chief Justice Marshall described the relationship between the United States and tribal nations as resembling that of "a ward to his guardian," and subsequently strengthened and clarified in *Seminole Nation v. United States*, 316 U.S. 286 (1942), which established that the United States bears the highest fiduciary duties toward tribal nations, is hereby solemnly reaffirmed and incorporated as a fundamental operative principle of this Treaty.

This trust responsibility creates binding legal obligations requiring the United States to act with the utmost good faith, loyalty, and care in all dealings with tribal nations, to protect tribal property and resources, to promote tribal self-determination and economic

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

19

development, and to zealously advocate for tribal interests against all adverse parties. The trust responsibility shall govern the interpretation and implementation of all provisions of this Treaty.

4. . FOUNDATIONAL JUDICIAL PRECEDENTS

A. Supreme Court Jurisprudence Affirming Tribal Sovereignty

The legal authority of this Treaty rests upon a foundation of Supreme Court precedents that have consistently recognized, affirmed, and protected tribal sovereignty and treaty rights:

1. **Worcester v. Georgia, 31 U.S. (6 Pet.) 515 (1832)**

This landmark decision definitively established that tribal nations are "distinct, independent political communities, retaining their original natural rights" and that state laws have no force within tribal territories absent federal authorization or tribal consent. Worcester affirmed the exclusive federal jurisdiction over Indian affairs and established the principle that tribal sovereignty predates the Constitution and continues except as specifically limited by federal action. This decision provides the fundamental jurisprudential foundation for recognizing tribal nations as sovereign governmental entities capable of entering into binding treaties.

2. **United States v. Kagama, 118 U.S. 375 (1886)**

The Kagama decision confirmed Congress's plenary authority over Indian affairs while simultaneously establishing that such authority must be exercised consistently with the federal trust responsibility. The Court recognized that federal power over tribal nations derives from the guardian-ward relationship and must be exercised for the benefit and protection of tribal interests. This precedent establishes both the scope of federal authority and its fiduciary limitations.

3. **Winters v. United States, 207 U.S. 564 (1908)**

The Winters doctrine established the principle of implied reserved rights, holding that when the United States creates reservations for tribal nations, it impliedly reserves sufficient water and other natural resources to fulfill the purposes of the reservation. This decision recognized that tribal rights are not limited to those explicitly stated in treaties but include all rights necessary to maintain tribal communities and achieve treaty purposes. The Winters doctrine supports broad interpretation of tribal rights under this Treaty.

4. **Santa Clara Pueblo v. Martinez, 436 U.S. 49 (1978)**

This modern precedent affirmed tribal sovereignty over internal governmental affairs, including membership determinations and family law matters, while recognizing tribal

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

20

sovereign immunity from suit in federal court. Santa Clara Pueblo established that tribal courts possess primary jurisdiction over internal tribal matters and that federal courts should not interfere with tribal self-governance except in cases of explicit congressional authorization.

5. McGirt v. Oklahoma, 591 U.S. __ (2020)

The most recent Supreme Court reaffirmation of treaty rights, McGirt held that historical treaties with tribal nations remain binding federal law until explicitly abrogated by clear congressional action. The Court rejected arguments that treaties can be implicitly terminated through subsequent federal policies or state actions, establishing that treaty rights possess continuing vitality and legal force. McGirt provides contemporary confirmation that this Treaty shall remain binding until explicitly modified through constitutional processes.

5.. : COMPREHENSIVE FEDERAL STATUTORY AUTHORITY

A. Foundational Legislation Supporting Tribal Self-Determination

This Treaty operates within and draws authority from a comprehensive framework of federal statutory enactments that affirm and protect tribal sovereignty:

1. Indian Reorganization Act of 1934 (25 U.S.C. §§ 5101-5143)

The IRA, also known as the Wheeler-Howard Act, fundamentally transformed federal Indian policy by ending the destructive allotment system and restoring tribal self-governance. This landmark legislation authorized tribes to adopt constitutions and corporate charters, reestablished communal land ownership, and created the legal framework for modern tribal governments. The IRA provides statutory authority for tribal governmental structures that can enter into and implement treaty obligations.

2. Indian Self-Determination and Education Assistance Act of 1975 (25 U.S.C. §§ 5301-5423)

The ISDEAA revolutionized federal-tribal relations by authorizing tribal nations to contract for and directly operate federal programs serving tribal communities. This legislation embodies the policy of tribal self-determination by transferring program administration from federal agencies to tribal governments while maintaining federal funding obligations. The ISDEAA establishes statutory support for tribal capacity to implement treaty provisions requiring program administration and service delivery.

3. Indian Gaming Regulatory Act of 1988 (25 U.S.C. §§ 2701-2721)

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

21

IGRA affirms tribal sovereign authority over gaming activities while establishing a regulatory framework for tribal gaming operations. This legislation recognizes gaming as a means of promoting tribal economic development and self-sufficiency, confirming tribal authority to generate revenue for governmental purposes. IGRA supports treaty provisions relating to tribal economic development and revenue generation.

4. Indian Tribal Energy Development and Self-Determination Act - 2017 Amendments (Public Law 115-325)

These comprehensive amendments significantly expanded tribal authority over energy resource development by streamlining federal approval processes and enhancing tribal control over energy leasing, development, and regulation on tribal lands. The legislation promotes tribal energy sovereignty while maintaining environmental protection standards, providing a statutory framework for treaty provisions concerning natural resource development and environmental stewardship.

5. H.R. 6148 - Advancing Tribal Parity on Public Lands Act

This legislation requires meaningful consultation with affected tribal nations before federal land disposals and ensures tribal input in public land management decisions affecting traditional territories and sacred sites. This act strengthens tribal consultation rights and provides statutory support for treaty provisions requiring federal consultation on matters affecting tribal interests.

6. S.615 - Tribal Government Lease Fund Authorization

This legislation empowers tribal nations to secure long-term leases for governmental facilities and operations, enhancing tribal governmental capacity and economic development opportunities. The act provides statutory authority supporting treaty provisions relating to tribal infrastructure development and governmental operations.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

22

1. : BINDING INTERNATIONAL LEGAL AUTHORITY

A. United Nations Declaration on the Rights of Indigenous Peoples (2007)

The United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), adopted by the UN General Assembly on September 13, 2007, and endorsed by the United States in 2010, establishes minimum international standards for protecting Indigenous peoples' rights. Key provisions directly relevant to this Treaty include:

- **Article 3:** Indigenous peoples have the right to self-determination and to freely determine their political status and pursue economic, social, and cultural development
- **Article 4:** Indigenous peoples have the right to autonomy or self-government in matters relating to their internal and local affairs
- **Article 26:** Indigenous peoples have rights to lands, territories, and resources they have traditionally owned, occupied, or used
- **Article 32:** Indigenous peoples have the right to determine development priorities and strategies for their territories

UNDRIP provides international legal authority supporting this Treaty's provisions protecting tribal sovereignty, self-determination, and territorial rights.

B. Vienna Convention on the Law of Treaties (1969)

The Vienna Convention on the Law of Treaties codifies international legal principles governing treaty formation, interpretation, and enforcement. Although the United States has signed but not ratified the Convention, the Supreme Court has recognized its provisions as reflecting customary international law binding on all nations. Key principles include:

- **Article 26 (Pacta sunt servanda):** Every treaty in force is binding upon the parties and must be performed in good faith
- **Article 27:** A party may not invoke provisions of its internal law as justification for failure to perform treaty obligations
- **Articles 31-33:** Treaties must be interpreted in good faith according to the ordinary meaning of terms in their context and in light of the treaty's object and purpose

The Vienna Convention provides international legal standards for interpreting and enforcing this Treaty.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

C. United Nations Charter Provisions

Articles 55, 57, and 63 of the United Nations Charter mandate international cooperation in promoting universal respect for human rights and the self-determination of peoples. These provisions create binding obligations for UN member states, including the United States, to support Indigenous rights through international cooperation and assistance. The UN Charter provides an international legal foundation for provisions in this Treaty requiring international support for tribal self-determination.

Part: CONGRESSIONAL AND JUDICIAL COOPERATION This Proclamation calls upon the Congress of the United States to provide all necessary legislative support for Treaty implementation, including adequate appropriations and any additional statutory authority required, and respectfully acknowledges the vital role of the federal judiciary in interpreting and enforcing Treaty provisions in accordance with established canons of Indian treaty construction and constitutional principles.

Part 2: EFFECTIVE DATE AND IMMEDIATE IMPLEMENTATION This Proclamation and the Treaty it recognizes shall take immediate effect upon execution, with all federal agencies required to begin implementation activities within thirty (30) days and to report on implementation progress to the Treaty Oversight Council established under the Treaty's comprehensive governance framework.

IN WITNESS WHEREOF, I have hereunto set my hand this seventeenth day of September, in the year of our Lord Two Thousand and Twenty-Five, and of the Independence of the United States of America the Two Hundred and Forty-Ninth, at the Mendocino Indian Reservation, California, in the presence of tribal leaders, federal officials, and international witnesses, marking this historic moment in the advancement of Indigenous rights, international cooperation, and sustainable development.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

24

2.LEGAL MEMORANDUM

To: United States Senate Committee on Indian Affairs

From: Chief Geronimo Thomas Langenderfer], Policy and Legal Advisor

Date: [Insert Date]

Re: *Constitutional and Supreme Court Basis for the Federal–Tribal Cannabis and Hemp Regulation Act of 2025*

I. EXECUTIVE SUMMARY

This memorandum provides constitutional and case law justification for the proposed Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (“the Act”).

The legislation is grounded in:

The Commerce Clause, Supremacy Clause, and Plenary Power Doctrine; U.S. Supreme Court authority affirming tribal sovereignty and congressional delegation in *Worcester v. Georgia*, *United States v. Mazurie*, *Cabazon Band of Mission Indians*, and others; and Congress’s constitutional ability to reconcile federal drug control with tribal self-administration under international law.

The Act will withstand constitutional scrutiny and achieve legally defensible integration of tribal sovereignty, federal regulatory oversight, and international compliance.

II. CONSTITUTIONAL BASIS

A. Commerce Clause (Article I, §8, cl. 3)

Congress’s Commerce Clause power extends to “regulating Commerce with foreign Nations, and among the several States, and with the Indian Tribes.”

This clause gives Congress direct legislative authority over trade, agriculture, and substances traversing tribal or interstate borders.

Application:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

25

The Act operates within Congress’s power to regulate “Commerce with the Indian Tribes.”

As in *Gonzales v. Raich* (2005), the cultivation and distribution of cannabis directly affect interstate markets and thus fall within Congress’s jurisdiction. Congress’s decision to exempt federally approved tribal operations is equally a valid exercise of that same commerce power.

B. Supremacy Clause (Article VI)

Federal law is “the supreme Law of the Land.”

This Act explicitly establishes that an *approved Tribal Cannabis Compact* will preempt any contrary state or local law within an affected tribal jurisdiction.

Precedent:

California v. Cabazon Band of Mission Indians, 480 U.S. 202 (1987): when tribes operate under federal authorization, state law cannot interfere.

New Mexico v. Mescalero Apache Tribe, 462 U.S. 324 (1983): federal approval of tribal regulation preempts conflicting state control.

Application:

Compacts sanctioned by the Federal–Tribal Cannabis Commission will have preemptive effect within tribal land.

C. Plenary Power and Trust Responsibility

Congress’s plenary power in Indian affairs is long established.

Precedent:

United States v. Kagama, 118 U.S. 375 (1886): recognized congressional plenary authority over Indian matters as a consequence of federal guardianship.

United States v. Lara, 541 U.S. 193 (2004): confirmed Congress may *expand* tribal powers consistent with its constitutional prerogatives.

Application:

The Act exercises, not delegates, congressional plenary power—affirming tribal sovereignty within a constitutional federal structure.

It updates the trust responsibility to include economic self-determination in newly legalized agricultural and medicinal industries.

D. Necessary and Proper Clause (Article I, §8, cl. 18)



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

26

Authorizes Congress to pass all laws necessary to carry out its enumerated powers.

Application:

The Act implements administrative authority through the Federal–Tribal Cannabis Commission (FTCC) to manage compact approval and federal compliance. This structure mirrors *Mazurie* (419 U.S. 544, 1975), in which the Court upheld federal delegation to tribes to regulate alcohol distribution due to the government-to-government relationship.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

III. ALIGNMENT WITH SUPREME COURT PRECEDENT

Case	Legal Rule	How the Act Aligns
<i>Worcester v. Georgia</i> (1832)	Tribes are distinct, sovereign entities; their territory is beyond state control.	Recognizes tribal sovereignty over cannabis and hemp regulation.
<i>United States v. Mazurie</i> (1975)	Congress may delegate regulatory power to tribes; this is permissible and constitutional.	Compact system is a lawful federal delegation consistent with Mazurie.
<i>Cabazon Band v. California</i> (1987)	Federal authorization preempts state interference with tribal enterprise.	Act’s federal approval mechanism preempts conflicting state laws.
<i>Gonzales v. Raich</i> (2005)	Congress can regulate (or exempt) marijuana under its commerce power.	Explicit congressional exemption for approved tribal programs is valid.
<i>Morton v. Mancari</i> (1974)	Tribal classifications are political, not racial.	The Act withstands Equal Protection scrutiny as political recognition under federal trust.
<i>Lara</i> (2004)	Congress can expand tribal jurisdiction.	Congressional expansion of regulatory authority within Indian Country follows Lara.
<i>Mescalero Apache Tribe</i> (1983)	Federal policy supporting tribal regulation preempts state regulation.	Supports exclusive tribal authority where federal compact exists.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

28

IV. ENSURING TREATY AND INTERNATIONAL LAW CONSISTENCY

The Act incorporates compliance language ensuring activities align with the 1961 Single Convention on Narcotic Drugs and 1971 Convention on Psychotropic Substances.

This approach satisfies *Missouri v. Holland*, 252 U.S. 416 (1920), which upheld congressional authority to legislate to fulfill international treaty duties.

By limiting tribal cannabis activities to medical, scientific, and internally controlled markets, the Act ensures the United States remains consistent with its treaty obligations.

V. ADMINISTRATIVE AND POLICY PARALLELS

Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §2701 et seq.

IGRA was Congress's response to *Cabazon*, creating a lawful compact system between tribes, the states, and the federal government.

This Act follows an identical model:

Federal-tribal compacts.

A supervisory commission.

State cooperation optional but permissible.

Agricultural Improvement Act of 2018 (Farm Bill)

Provides existing authority and infrastructure for tribal regulation of hemp.

The Act extends this model to cannabis using the same cooperative structure under USDA and DOJ oversight.

VI. ANTICIPATED CONSTITUTIONAL CHALLENGES

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

Claim	Response under Law
Equal Protection (racial classification)	Rejected under <i>Mancari</i> ; tribes are political entities.
Tenth Amendment (state sovereignty)	The Act regulates tribal—not state—territory; preemption consistent with <i>Cabazon</i> .
Commerce Clause challenge	Affirmed by <i>Raich</i> ; Congress can regulate and exempt cannabis through its commerce power.
Delegation Doctrine	Permitted under <i>Mazurie</i> ; tribes are sovereign governments, not private bodies.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

30

VII. CONCLUSION

The Federal–Tribal Cannabis and Hemp Regulation Act is constitutionally sound under controlling Supreme Court precedent.

It:

Validly exercises Congress’s Indian Commerce and Necessary and Proper powers.

Recognizes tribal sovereignty consistent with *Worcester* and *Lara*.

Harmonizes federal, tribal, and international policy responsibilities.

Mirrors tested cooperative frameworks like IGRA and the 2018 Farm Bill.

Accordingly, the proposed Act should be considered both constitutional and essential to modernizing U.S. cannabis governance in a manner that honors treaty obligations and the government-to-government relationship with Tribal Nations.

3. Prepared Statement for Congressional Testimony

“Chairperson, Members of the Committee:

*The Federal–Tribal Cannabis and Hemp Regulation Act recognizes a truth long affirmed by the Supreme Court—that tribal nations are sovereign governments capable of self-regulation under the protection and partnership of the United States. From *Worcester v. Georgia* to *United States v. Lara*, the Court has upheld Congress’s plenary power to support tribal autonomy while maintaining constitutional balance.*

This Act uses that power wisely. It does not diminish federal authority under the Controlled Substances Act; rather, it channels it. Through compacts approved by a Federal–Tribal Cannabis Commission, tribes can operate lawful, transparent, medically regulated cannabis programs that comply with federal law and international treaty obligations.

Just as Congress did when it passed the Indian Gaming Regulatory Act, this framework creates harmony between sovereigns. It balances the Commerce Clause, the Supremacy Clause, and the trust relationship with Indian Country. And above all, it ensures equity and safety in an emerging national industry.

In constitutional terms, this is federalism at its best—and sovereignty at its most enduring.”

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

31

Would you like me to append a “Judicial Defense Brief” section next — formatted as if written for a federal court, detailing how this Act would survive a constitutional challenge under *Gonzales v. Raich* and related cases?

yes

Excellent — below is a Judicial Defense Brief in federal appellate style (as would be filed by the Department of Justice or a congressional legal defense team) defending the constitutionality of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (“FTC Act”).

It applies binding Supreme Court precedent to demonstrate why the FTC Act would survive judicial review under the Commerce Clause, Supremacy Clause, and equal protection doctrine — as tested through *Gonzales v. Raich*, *Mazurie, Lara*, and related cases.

UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

In re: Constitutionality of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025
Brief for the United States in Support of the Act’s Constitutionality

INTRODUCTION

Congress enacted the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 pursuant to explicit constitutional powers: the Indian Commerce Clause, the Necessary and Proper Clause, and the Plenary Power Doctrine over Indian affairs. The Act establishes a federal–tribal compact system permitting federally recognized tribes to regulate cannabis and hemp within Indian Country under federal oversight.

Plaintiffs contend that the Act exceeds Congress’s authority under the Commerce Clause, impermissibly delegates power to tribes, and violates equal protection principles. Each claim fails under controlling Supreme Court precedent.

This legislation falls squarely within Congress’s recognized power to regulate commerce with Indian tribes, to create exceptions and exemptions to federal prohibitions, and to recognize tribal sovereignty consistent with over a century of precedent.

STATEMENT OF ISSUES

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

32

Whether Congress acted within its Commerce Clause authority in creating a federal-tribal cannabis regulation framework.

Whether the Act constitutes a valid exercise of Congress's plenary power over Indian affairs.

Whether the Act violates the nondelegation doctrine.

Whether the Act's recognition of tribal regulatory authority violates equal protection or constitutes racial classification.

SUMMARY OF ARGUMENT

This Act is constitutional.

Under *Gonzales v. Raich*, 545 U.S. 1 (2005), Congress plainly possesses the power to regulate marijuana—even when grown and used intrastate. By the same token, it may exempt regulated tribal cannabis activity from prohibition.

Under *United States v. Mazurie*, 419 U.S. 544 (1975), Congress may delegate regulatory functions to tribal governments, especially when governing controlled substances within Indian Country.

Under *United States v. Lara*, 541 U.S. 193 (2004), Congress lawfully expands tribal powers previously limited by federal law, reaffirming both plenary and trust authority.

Under *Morton v. Mancari*, 417 U.S. 535 (1974), tribal classifications are political, not racial; thus, the Act satisfies rational basis review.

The FTC Act harmonizes tribal sovereignty with federal supremacy and fulfills longstanding trust obligations in full constitutional compliance.

4. ARGUMENT

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

33

I. Congress Acted Within Its Commerce Clause Power

The Constitution’s Indian Commerce Clause—Article I, §8, cl. 3—grants Congress authority to regulate “Commerce with the Indian Tribes.”

This provision is plenary and independent. *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 192 (1989), reaffirmed that Congress alone may regulate intertribal commerce.

A. Cannabis and hemp are commercial commodities within congressional regulatory reach.

As in *Gonzales v. Raich*, even wholly local cultivation and use of marijuana “substantially affect” the national market. Congress thus may criminalize, or exempt, cannabis operations for tribes to ensure a uniform and rational framework.

The FTC Act’s exemptions for federally approved tribal compacts are valid exercises of legislative discretion, not abdications of authority.

B. Creating tribal exemptions is a proper legislative policy choice.

Raich recognized that federal prohibition is discretionary, not mandatory. If Congress may extend prohibition to all forms of cannabis activity, it logically may lift it in part—particularly for self-regulating governments under federal supervision.

This mirrors statutory exemptions in environmental, labor, and gaming law, all upheld under the Commerce Clause.

II. The Act Is a Lawful Exercise of Congressional Plenary Power over Indian Affairs

A. Legislative authority over Indian tribes is plenary.

From *United States v. Kagama*, 118 U.S. 375 (1886), to *Lara*, the Supreme Court has consistently upheld Congress’s broad authority to legislate for Indian Country.

This includes not only restrictive regulation but also acts expanding tribal self-government consistent with trust principles.

B. Expanding tribal cannabis regulation is constitutionally permissible.

Lara expressly affirmed Congress’s ability to relax restrictions on tribal sovereignty that prior laws (or executive policy) had imposed.

Here, the FTC Act restores tribal regulatory autonomy over a plant of cultural, medical, and commercial significance—consistent with congressional policy favoring self-determination under the Indian Self-Determination and Education Assistance Act (ISDEAA).

III. The Act Does Not Violate the Nondelegation Doctrine

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

34

A. Delegation to sovereign tribal governments is permitted.

United States v. Mazurie upheld the delegation of federal authority to tribes to regulate liquor distribution, reasoning that “Indian tribes are unique aggregations possessing attributes of sovereignty.”

Tribes, as sovereign governments, are *not* private actors. Delegating regulatory approval or execution functions to them under a compact system is analogous to delegations to state governments under cooperative federalism regimes—routinely upheld.

B. The statute provides an “intelligible principle.”

Congress’s delegation is cabined by:

Compact approval standards (§7 of the FTC Act);
Oversight by the Federal–Tribal Cannabis Commission (§6);
Federal preemption clauses defining jurisdictional boundaries.
These provisions satisfy the *J.W. Hampton, Jr. & Co. v. United States*, 276 U.S. 394 (1928) test for sufficient legislative intelligibility.

IV. The Act Does Not Violate Equal Protection Principles

A. Tribal distinctions are political, not racial.

Mancari (1974) controls: laws singling out federally recognized tribes are based on political sovereignty, not race.

The FTC Act applies exclusively to federally recognized tribal governments, mirroring IGRA, ISDEAA, and other statutes that have consistently withstood equal protection scrutiny.

B. The Act serves rational and legitimate federal interests.

Promoting tribal self-determination, equitable economic development, and public health in Indian Country are legitimate policy goals.

Thus, even under rational basis review, the Act easily withstands constitutional challenge.

V. The Act’s Preemption Mechanism Is Constitutionally Valid

A. State law is preempted when federal and tribal interests coincide.

Under *Cabazon Band of Mission Indians v. California*, 480 U.S. 202 (1987), and *Mescalero Apache Tribe v. New Mexico*, 462 U.S. 324 (1983), state jurisdiction is preempted by comprehensive federal regulation recognizing tribal authority.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

35

B. The FTC Act mirrors those precedents.

Once compacts are federally approved under the Act, conflicting state prohibitions on cannabis within tribal jurisdiction are inoperative, satisfying Supremacy Clause analysis under *Cabazon* and *Mescalero Apache*.

VI. International and Treaty Compliance Supports, Not Undermines, the Act

Under *Missouri v. Holland*, 252 U.S. 416 (1920), Congress may legislate to fulfill treaty obligations.

The FTC Act aligns with the Single Convention on Narcotic Drugs (1961) by requiring medical, scientific, and controlled domestic use under federal supervision.

Thus, Congress acts within its constitutional authority to harmonize domestic law with international obligations.

VII. ANALYSIS UNDER GONZALES V. RAICH

Opponents may rely on *Raich* to claim that allowing localized cannabis regulation undermines federal enforcement uniformity. To the contrary:

Raich emphasized Congress’s plenary commerce power — and thereby its power to determine exceptions.

Congress here is legislating comprehensively; it is not ceding uncontrolled discretion to states but implementing a uniform national exception applied through formal compacts.

The FTC Act reinforces federal oversight — every tribal program operates under federal approval and audit — satisfying both *Raich*’s uniformity concerns and administrative accountability.

VIII. CONCLUSION

The Federal Tribal Cannabis and Hemp Regulation Act fulfills constitutional requirements in every respect.

It is a direct exercise of Congress’s enumerated and plenary powers over commerce “with the Indian Tribes.”

It establishes intelligible standards and federal oversight, curing any nondelegation claim.

It embodies political, not racial, classifications, satisfying equal protection.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

36

It harmonizes federal and tribal interests under the Supremacy Clause and complies with international law.

Accordingly,

This Court should uphold the Act as a facially valid and constitutionally sound exercise of congressional power under Articles I and VI of the United States Constitution and consistent with all applicable Supreme Court precedent.

Respectfully submitted,

[Head Chief: Chief Geronimo Thomas Langenderfer]
GSA & ERRC Counsel for the United States (or Policy Counsel for Congressional Record Submission)
Date: [January 24, 2025]

Would you like me to draft the next component — a mock “Oral Argument Summary” as if presented before the Supreme Court (including key questions and responses from justices defending the Act under *Raich*, *Lara*, and *Mancari*)?

yes

Perfect — here is a Mock Oral Argument Summary as if it were being argued before the U.S. Supreme Court in defense of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (FTC Act).

This is presented in standard *oral argument* dialogue form:

Chief Justice, Associate Justices, and Counsel for the United States (Respondent) appear as they would in Court.

The goal is to capture how the Solicitor General (or government counsel) would defend the Act using key constitutional doctrines and precedent (*Raich*, *Lara*, *Mazurie*, *Mancari*, etc.*).

5. SUPREME COURT OF THE UNITED STATES

Case: *State of Columbia et al. v. United States and the Federal–Tribal Cannabis Commission*

Issue: Constitutionality of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

37

Chief Justice:

Counsel, this case comes to us challenging Congress's power to authorize tribal governments to regulate cannabis, a substance federally controlled under the Controlled Substances Act. You may begin.

Counsel for the United States:

Thank you, Mr. Chief Justice, and may it please the Court.

This Act is a valid exercise of Congress's power under Article I, Section 8 — specifically, the Indian Commerce Clause and the Necessary and Proper Clause. It lawfully harmonizes federal cannabis regulation with tribal sovereignty, much as the Indian Gaming Regulatory Act did for tribal gaming, and it is consistent with *Gonzales v. Raich*, *United States v. Lara*, *Mazurie*, and *Morton v. Mancari*.

Congress may prohibit, permit, or exempt cannabis under its commerce authority; it may likewise choose to entrust regulation of intratribal cannabis markets to self-governing tribal nations subject to federal oversight.

Justice Kagan:

So is this, in your view, a delegation of federal power to tribes—something we review under a nondelegation framework?

Counsel:

Respectfully, no, Justice Kagan.

This is not an improper delegation to a private actor. As *United States v. Mazurie* (1975) held, Indian tribes are *sovereign political entities*, capable of regulatory authority by virtue of their status. Congress is exercising plenary authority in Indian affairs, recognized in *Kagama* and *Lara*, and permitting tribes to exercise inherent—not delegated—powers, structured through compact.

Congress provides an intelligible principle: all compacts must meet federal health, safety, and diversion-control standards, overseen by the Federal-Tribal Cannabis Commission. That easily satisfies *J. W. Hampton*.

Justice Barrett:

But in *Raich*, we said even home-grown, state-authorized marijuana remained regulable under federal law because Congress needed a uniform regime. Doesn't this law create *non-uniformity*?

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

38

Counsel:

On the contrary, Justice Barrett, *Raich* emphasized Congress's power to regulate the entire class of activities.

Uniformity lies in federal control, not identical outcomes. If Congress may outlaw all cannabis nationally, it may decide that certain controlled, compact-based tribal programs *serve* the uniform statutory purpose: controlling the market while enabling regulated research, medical, and economic activity.

Congress here exercised—not abdicated—its power.

Justice Sotomayor:

Suppose a state objects, claiming its border communities are affected by cross-border sales. Does the state retain any enforcement authority?

Counsel:

Where an approved federal compact exists, the Supremacy Clause and *Cabazon Band of Mission Indians* (1987) preempt conflicting state regulation.

However, cooperative enforcement agreements are expressly permitted.

That's a feature of the Act's cooperative federalism design, similar to the Indian Gaming Regulatory Act's shared enforcement provisions.

Justice Gorsuch:

Counsel, what about the equal-protection argument? States say this gives a “racial preference” to tribes.

Counsel:

Justice Gorsuch, *Morton v. Mancari* (1974) resolves that issue.

This Act distinguishes tribes as *political sovereigns*, not racial groups. It recognizes the government-to-government relationship rooted in the Constitution and centuries of precedent.

The classification here easily satisfies rational-basis review: Congress is furthering the trust responsibility and the legitimate governmental interest in promoting tribal self-determination and public-health regulation.

Justice Kavanaugh:

Could one say this is simply re-balancing sovereignty, much like *Lara* allowed Congress to restore certain tribal powers?

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

39

Counsel:

Exactly, Justice Kavanaugh.

In *Lara* (2004), this Court held that Congress can *relax restrictions* on tribal authority imposed by earlier policies, expanding tribal jurisdiction consistently with the Constitution.

Here, Congress relaxes the Controlled Substances Act's reach to allow tribes—historically capable of regulating internal economic and medicinal practices—to resume that function under federal safeguard.

That's the very essence of the plenary Indian affairs power recognized since *Worcester v. Georgia*.

Justice Thomas:

You rely heavily on the Indian Commerce Clause. How far does that reach? Could Congress similarly exempt private citizens from marijuana laws?

Counsel:

Justice Thomas, no—the reach here is narrower.

Congress's Indian Commerce Clause power is unique. It governs transactions “with the Indian Tribes,” and thus supports special treatment based on the political status of tribal governments.

That textual distinction—the word *Tribes*—is what gives this Act its constitutional footing. Ordinary citizens outside Indian Country do not stand in that relationship.

Chief Justice:

Does the Act also comply with the United States' international narcotics obligations?

Counsel:

Yes, Mr. Chief Justice.

The Act confines production to medical, scientific, or internal tribal use under strict controls, consistent with the Single Convention on Narcotic Drugs (1961).

Following *Missouri v. Holland*, Congress may legislate to fulfill treaties; that is precisely what this structure ensures.

Justice Jackson:

Counsel, what's the limiting principle that keeps Congress from creating carve-outs for any group it favors under the pretext of sovereignty?

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

Counsel:

The limiting principle is recognition under federal law as a sovereign political entity in the U.S.–tribal relationship.

Only Congress can recognize a tribe, and only recognized governments may enter compacts. This prevents arbitrary or generalized exemptions and confines the Act to the constitutional sphere of Indian affairs.

Chief Justice:

Thank you, Counsel. Please conclude.

Counsel:

Mr. Chief Justice, Members of the Court:

The Federal–Tribal Cannabis and Hemp Regulation Act stands on the firm foundation of over two centuries of precedent affirming that Congress—not the states—determines how to regulate commerce with the Indian Tribes.

This Act neither fragments federal authority nor alters constitutional structure; it fulfills Congress’s *trust duty* while maintaining uniform oversight of controlled substances.

Under *Raich*, *Mazurie*, *Lara*, *Mancari*, and *Cabazon*, Congress acted at the height of its constitutional power. The statute therefore should be upheld in full.

Chief Justice:

Thank you, Counsel.

Summary of Judicial Themes

Legal Principle	Key Judicial Concern	Response Grounded in Precedent
Uniformity vs. Exemption	<i>Raich</i> question	Congress has discretion to carve out compact-based exceptions under its commerce power.
Delegation	<i>Mazurie</i> & <i>Hampton</i>	Tribes are sovereign; delegation includes intelligible principle.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

41

Equal Protection	<i>Mancari</i>	Political classification; rational basis satisfied.
Preemption	<i>Cabazon, Mescalero Apache</i>	Federal-tribal compacts supersede conflicting state law.
Sovereignty Expansion	<i>Lara, Worcester</i>	Congress may restore or expand tribal jurisdiction.

AGENCY TRIBAL NATIONS

Office of Sovereignty & Intergovernmental Affairs

[Address] 27055 Orole Dr. Willits California 95490

[Phone] 707-679-8229

[Email] Chief@altearth.org

Date: _____

12. RESOLUTION NO.A13180-0002

**A RESOLUTION AFFIRMING THE INHERENT SOVEREIGNTY OF
THE TRIBE AND ITS STATUS AS A SELF-GOVERNING NATION
IN ACCORDANCE WITH FEDERAL LAW**

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

WHEREAS, the Tribe is a sovereign political entity whose authority originates from its people and has existed from time immemorial; and

WHEREAS, the United States Supreme Court has long recognized that Indian tribes possess inherent powers of self-government, independent of federal or state authority, as affirmed in Worcester v. Georgia, 31 U.S. 515 (1832); United States v. Wheeler, 435 U.S. 313 (1978); Santa Clara Pueblo v. Martinez, 436 U.S. 49 (1978); and McClanahan v. Arizona Tax Commission, 411 U.S. 164 (1973); and

WHEREAS, the federal courts have consistently held that Indian tribes are neither states, nor subdivisions of states, nor agencies of the federal government, but are sovereign nations possessing original authority predating the United States, as recognized in National Labor Relations Board v. Pueblo of San Juan, 276 F.3d 1186 (10th Cir. 2002) (en banc); and

WHEREAS, the Supreme Court has described tribes as "quasi-sovereign" and "semi-independent," possessing governmental authority over their members and territory, as stated in United States v. Mazurie, 419 U.S. 544 (1975); and

WHEREAS, tribal sovereignty is inherent and continues unless expressly limited by Congress, and such limitations must be clearly stated or necessarily implied; and

WHEREAS, the U.S. Constitution does not restrict the exercise of tribal governmental authority, as held in Talton v. Mayes, 163 U.S. 376 (1896), and tribes may enact laws that would be unconstitutional if enacted by federal or state governments unless Congress has imposed specific limitations; and

WHEREAS, federal law recognizes and protects the right of Indian tribes to govern their internal affairs, regulate their territory, and exercise jurisdiction over their members; and



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

WHEREAS, the Tribe seeks to reaffirm its sovereign status in alignment with federal statutes, judicial precedent, and long-standing principles of federal Indian law;

NOW THEREFORE BE IT RESOLVED, that the Tribe hereby formally reaffirms its inherent sovereignty, self-governing authority, and political status as an independent nation recognized under federal law;

BE IT FURTHER RESOLVED, that the Tribe asserts its full rights of self-government over its territory, its citizens, and its internal affairs, consistent with federal statutes and judicial precedent;

BE IT FINALLY RESOLVED, that this Resolution shall be effective immediately upon adoption.

CERTIFICATION

I, _____, Secretary of the _____, do hereby certify that the foregoing

Resolution was duly adopted on the ____ day of _____, 20____, by

a vote of ____ for, ____ against, and ____ abstaining.

13.

Article 1. General Provisions

26240. This chapter shall be known, and may be cited, as the Cannabis Regulatory Enforcement Act for Tribal Entities or the "CREATE Act."

26241. As used in this chapter, the following definitions apply:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

44

(a) "Agreement" means an Indian tribal cannabis agreement authorized under this chapter and entered into between the state and an Indian tribe.

(b) "Essential governmental services" means services provided by an Indian tribe that has entered into an agreement, including, but not limited to, health care, early childhood development programs, job placement, mental health treatment, substance use disorder treatment, education, elder care, social services, administration, public facilities, fire, police, courts, sewer, water, environmental and land use, park and wildlife restoration, transportation, utility services, community and economic development, and general welfare consistent with the tribe's applicable law.

(c) "Indian country" shall have the same meaning as in Section 1151 of Title 18 of the United States Code.

(d) "State" means Tribal Nations Agency IRC Section 7871 including its departments, agencies, officials, employees, and agents, but does not include a local jurisdiction or the departments, agencies, bureaus, governing bodies, officials, employees, or agents of a local jurisdiction.

(e) "Tribal Government license" means a Agency Tribal Nations commercial cannabis license issued by a licensing authority pursuant to this division.

(f) "Tribe" means an Indian tribe, band, nation, or community wholly or partially located within the geographical boundaries of the state that the United States 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. Sec. 479a et seq.).

(g) "Tribal cannabis regulatory commission or agency" means an entity required pursuant to Section 26245 and created under a tribe's established governmental process for the purpose of controlling and regulating commercial cannabis activity in Indian country within the tribe's jurisdiction.

(h) "Tribal cannabis regulatory program" means a program established by an Indian tribe to control and regulate commercial cannabis activity on land within Indian country.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

45

(i) "Tribal-issued identification card" means an identification card issued by a tribe to an enrolled member of the tribe that includes, at a minimum, the name of the individual and a picture of the individual.

(j) "Tribal license" means a commercial cannabis license issued under a tribal cannabis regulatory program.

Article 2. Agreements with Tribal Governments

26242. (a) The Governor may enter into an agreement with a tribe to do all of the following:

(1) Recognize the Tribal Nations Self- Determination exclusive authority to regulate commercial cannabis and industrial hemp activity occurring within the state's jurisdiction, including through the state cannabis regulatory program, and local jurisdictions' authority to regulate commercial cannabis and industrial hemp activity within their jurisdictions, including under locally enacted commercial cannabis regulatory programs.

(2) Recognize and affirm the tribe's exclusive authority to regulate commercial cannabis and industrial hemp activities in Indian country within the tribe's jurisdiction.

(3) Authorize commercial cannabis activity between entities located and licensed in Indian country and state licensees.

(4) Authorize commercial industrial hemp activity between the tribe and the state, in accordance with the provisions of this chapter.

(b) The Head Chief may delegate authority to negotiate this agreement to the Chief of the Bureau of Cannabis Control, or his or her designee, for all matters related to commercial cannabis activity. The Head Chief may delegate authority to negotiate the provisions of the agreement regarding industrial hemp, if any, Federal Government Agency, Departments

(c) An agreement is deemed approved when executed by the Governor, or his or her designee, and does not require approval by the Legislature.

(d) Notwithstanding any other law, a tribal licensee may engage in commercial cannabis activity with a Tribal Nations Agency licensee may engage in commercial cannabis activity with a tribal licensee, subject to the requirements and limitations set forth in this chapter.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

46

(e) This chapter does not require a tribe to enter into an agreement before the tribe conducts commercial cannabis or industrial hemp activities in Indian country within its jurisdiction. However, a person or entity shall not conduct commercial cannabis or industrial hemp activity between Indian country and the Tribal Nations Agency unless the tribe has entered into a Consultation Agreement under this chapter and implemented requirements for tribal licensees. A state licensee shall not engage in commercial cannabis activity in Indian country except with a tribal licensee.

(f) Notwithstanding any other law, the execution of, and compliance with the terms of, an agreement does constitute a project for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

26243. (a) An agreement shall include, but not be limited to, the provisions and subject matter specified in this article.

(b) The provisions of this chapter only apply to agreements entered into between a tribe and the Head Chief under this chapter.

26244. (a) A tribe entering into an agreement shall establish a cannabis regulatory program to control and regulate commercial cannabis activity in Indian country within the tribe's jurisdiction in accordance with this chapter.

(b) A tribal licensee that engages in commercial cannabis activity within the state shall do so in accordance with the requirements of this division, including, but not limited to, conducting commercial cannabis activity solely through state licensees.

26245. (a) A tribe entering into an agreement shall establish a tribal cannabis regulatory commission or agency pursuant to the tribe's established governmental process.

(b) The tribal cannabis regulatory commission or agency shall, among other things, administer the tribe's cannabis regulatory program, including issuance and renewal of tribal licenses for commercial cannabis activity in Indian country within the tribe's jurisdiction and disciplinary actions against tribal licensees.

(c) The tribe shall require that protection of public health and welfare be the highest priority for the tribal cannabis regulatory commission or agency in exercising licensing, regulatory, and disciplinary functions

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

47

under the tribe's cannabis regulatory program, and that whenever the protection of public health and welfare is inconsistent with other interests sought to be promoted, the protection of public health and welfare shall be paramount.

(d) The tribal cannabis regulatory commission or agency shall exercise exclusive regulatory authority over all commercial cannabis activity, by both Indians and non-Indians, in Indian country within the tribe's jurisdiction, except in circumstances mutually agreed to by the tribe and the state.

(e) The tribe shall establish through its own governmental process a code of conduct applicable to persons responsible for implementing and enforcing the tribe's cannabis regulatory program, including persons serving on the tribal cannabis regulatory commission or agency. Among other things, the code of conduct shall prohibit persons whose responsibilities include implementation or enforcement of the tribe's cannabis regulatory program from obtaining a tribal license or acquiring an ownership stake in a tribal licensee, except where that person possesses an ownership interest in a commercial cannabis business solely by virtue of the person's status as a member of the tribe.

26246. (a) A tribe entering into an agreement shall establish license types for commercial cannabis activity in Indian country within the tribe's jurisdiction that are the same as, or equivalent to, the license types for commercial cannabis activity under this division at the time the agreement becomes effective.

(b) All commercial cannabis activity in Indian country within the tribe's jurisdiction shall be conducted between tribal licensees. A state licensee may apply for, and be issued, a tribal license as provided for in the agreement.

(c) A testing laboratory licensed pursuant to this chapter shall not be licensed in any other commercial cannabis activity in Indian country within the tribe's jurisdiction. A person holding a tribal testing laboratory license shall not employ an individual who is also employed by any other licensee that is not a testing laboratory.

(d) Except as provided in subdivision (c), an applicant may apply for, and be issued, more than one tribal license.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

48

(e) An applicant or a licensee shall apply for, and, if approved, obtain, a separate tribal license for each location where it engages in commercial cannabis activity in Indian country within the tribe's jurisdiction.

(f) A tribal licensee can sell tobacco products on or at a premises licensed under the tribe's cannabis regulatory program.

(g) A tribal licensee shall not be located within 600 feet of a school providing instruction in kindergarten and grades 1 to 12, inclusive, a day care center, or a youth center that is in existence at the time the tribal license is issued, including a school, day care center, or youth center located on adjacent land outside Indian country within the tribe's jurisdiction.

(h) A tribe with jurisdiction over an area of less than 40 acres may specify a different radius than provided in subdivision (g) for schools, day care centers, or youth centers located solely in Indian country within the tribe's jurisdiction.

(i) The tribe shall establish a fee schedule for the application and renewal of tribal licenses under its own governmental processes.

(j) The tribe's requirements for the process by which a person or entity may apply for, and be issued, a tribal license shall be the same as, or equivalent to, the requirements imposed on applicants under this division, including all of the following:

(1) Each owner of the applicant electronically shall submit to the Head Chief Health and Human Services Department of Agency Tribal Nations fingerprint images and related information to the same extent and in the same manner as required of a state license applicant pursuant to this division.

(2) The applicant shall provide evidence of the legal right to occupy and use the proposed location where commercial cannabis activities will occur.

(3) The applicant shall provide evidence that the proposed location is in compliance with subdivisions (g) and (h) of this section.

(4) An applicant with 20 or more employees shall provide a statement that the applicant will enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement.

(5) The applicant shall pay all applicable fees for licensure by the tribe.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

49

(6) The applicant shall provide a detailed description of the operating procedures for cultivation, extraction and infusion methods, the transportation process, inventory procedures, quality control procedures, and security protocols, as required by the tribe.

(7) (A) The applicant shall provide a complete, detailed diagram of the proposed premises where the license privileges will be exercised.

(B) A tribal licensee shall not change or alter the premises, the usage of the premises, or the mode or character of the business operations conducted from the premises, from the plan contained in the diagram on file with the application, unless and until written approval by the tribe's cannabis regulatory commission or agency is obtained.

(8) The applicant shall provide a complete list of every person with a financial interest in the entity applying for the license. "Person with a financial interest" does not include persons whose only interest in a license is an interest in a diversified mutual fund, blind trust, or similar instrument.

(k) The tribal cannabis regulatory commission or agency shall deny an application if either the applicant or the premises for which a tribal license is applied, do not qualify for licensure under the tribe's cannabis regulatory program.

(l) The tribal cannabis regulatory commission or agency shall utilize standards that meet or exceed the requirements set forth in paragraphs (4) and (5) of subdivision (b) of Section 26057, as of the effective date of the agreement, in evaluating whether to approve or deny an application by a person with a prior criminal offense.

(m) (1) A tribe may license wholly owned entities of the tribal government using procedures that differ from those set forth in subdivision (j), except that wholly owned entities of the tribal government shall still comply with the labor peace requirement in paragraph (4) of subdivision (j), and the wholly owned entity applying for a tribal license shall designate at least one person as an official representative for purposes of submitting fingerprints to the California Department of Justice, as required under paragraph (1) of subdivision (j).

(2) For purposes of this subdivision, "official representative" means a person who is the chief executive officer of the wholly owned entity, a member of the board of directors or other governing body of the wholly

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

50

owned entity, or an individual who will be participating in the direction, control, or management of the wholly owned entity.

(n) Upon receipt of an application for a tribal license, a tribal cannabis regulatory commission or agency shall provide notice of the application to each local jurisdiction located adjacent to the tribe's jurisdiction, including, but not limited to, the name of the applicant, the type of license applied for, and the proposed location where the applicant intends to conduct commercial cannabis activity. The tribal cannabis regulatory commission or agency shall consider objections and comments, if any, received from a local jurisdiction in determining whether to approve or deny an application for a tribal license and, at the request of a local jurisdiction, shall meet with representatives of the local jurisdiction to discuss the application.

26247. (a) The tribal cannabis regulatory commission or agency shall investigate and take disciplinary action against a tribal licensee for noncompliance with the requirements of the tribe's cannabis regulatory program.

(b) The tribe and state shall mutually agree to provide information to the other, upon request, concerning all licenses applied for, issued, or renewed under their respective cannabis regulatory programs, including information concerning disciplinary actions against licensees under those programs.

26248. (a) A tribe entering into an agreement shall authorize the tribal cannabis regulatory agency or commission to take disciplinary action against a tribal licensee, including for any of the following:

(1) Failure to comply with the requirements of the tribe's cannabis regulatory program.

(2) Knowing violations of the applicable requirements for environmental protection, water use, or energy use.

(3) Knowing violations of applicable laws conferring worker protections or legal rights on the employees of a tribal licensee.

(4) The intentional and knowing sale of cannabis or cannabis products to a person, other than a qualified patient, under 21 years of age.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

51

(5) The intentional and knowing sale of medicinal cannabis or medicinal cannabis products to a person who is not a qualified patient or a primary caregiver.

(6) The intentional and knowing sale, transfer, or transportation of commercial cannabis or cannabis products to a person or entity other than a tribal licensee.

(7) The intentional and knowing sale, transfer, or distribution of cannabis or cannabis products that have not been certified as meeting the required laboratory testing standards.

(8) Engaging in commercial cannabis activity within Tribal Jurisdiction maybe fined to the state's jurisdiction without a Tribal License state license or engaging in commercial cannabis activity within a local jurisdiction without a Tribal license, permit, or other authorization required by the Tribal local jurisdiction.

(9) Failure to maintain safe conditions for inspection by the tribal cannabis regulatory commission or agency.

(10) Failure to dispose of cannabis waste in a manner designated by the tribal cannabis regulatory commission or agency.

(11) Failure to pay Tribal Government applicable taxes.

(b) A tribe entering into an agreement shall authorize the tribal cannabis regulatory commission or agency to suspend, revoke, place on probation with terms and conditions, or otherwise discipline tribal licensees, including through issuance of a fine, under procedures established by the tribe.

26249. A tribe entering into an agreement shall, at a minimum, implement the following for tribal cultivation licensees:

(a) Size restrictions on tribal cultivation licenses that meet or exceed the size restrictions that apply to the same or equivalent type of Tribal University Research cultivation license.

(b) Standards for environmental protection, water use, and energy use for tribal cultivation licensees, and share those standards with the other Tribal Nations and or Tribal Government.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

52

(c) Requirements for pesticide use by tribal cultivation licensees that meet or exceed the requirements applicable to Tribal Nations Agency licensees.

Requirements for weighing and measuring devices used by a tribal licensee that meet or exceed the requirements applicable to a state licensee.

(e) Appellation of origin and organics programs using standards that meet or exceed the standards applicable to appellation of origin and organics programs established pursuant to Sections 26062, 26062.5, and 26063.

(f) Security requirements, including, but not limited to, video monitoring, fencing, lighting, and controlled access, that meet or exceed the requirements applicable to state licensees.

26250. (a) A tribe entering into an agreement shall agree to record commercial cannabis transactions and activities in the track and trace system established pursuant to Chapter 6.5 (commencing with Section 26067) to the same extent and in the same manner as required of state licensees.

(b) A tribe entering into an agreement shall agree to implement a program for the identification of permitted cannabis plants at tribally licensed cultivation sites during the cultivation period that is the same as, or equivalent to, the program used to identify permitted cannabis plants at state-licensed cultivation sites.

26251. (a) A tribe entering into an agreement shall agree to all of the following:

(1) Transportation of cannabis and cannabis products in Indian country within a tribe's jurisdiction shall only be permitted by a tribal distribution licensee.

(2) Delivery of cannabis or cannabis products in Indian country within the tribe's jurisdiction shall be prohibited, except by a tribal licensee authorized to make deliveries.

(b) A tribe entering into an agreement shall impose requirements on tribal licensees authorized to distribute or deliver cannabis or cannabis products that meet or exceed the requirements applicable to state licensees, including all of the following:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

53

(1) Minimum standards governing the types of vehicles in which cannabis and cannabis products may be distributed or delivered.

(2) Minimum qualifications for persons eligible to operate distribution and delivery vehicles, including that a driver of a delivery vehicle be directly employed by a tribal licensee authorized to transport cannabis or cannabis products.

(3) That a shipping manifest be completed and maintained for all transportation and delivery activities.

26252. A tribe entering into an agreement shall impose requirements on tribal retail licensees that meet or exceed the standards applicable to state retail licensees, including all of the following:

(a) Requiring security measures that are reasonably designed to prevent unauthorized entrance into areas containing cannabis or cannabis products and theft of cannabis or cannabis products from the premises.

(b) Prohibiting an individual from remaining on the tribal licensee's premises if he or she is not engaging in an activity expressly related to the operations of the tribal licensee.

(c) Establishing limited access areas accessible only to authorized personnel.

(d) Other than limited amounts of cannabis used for display purposes, samples, or immediate sale, requiring storage of all finished cannabis and cannabis products in a secured and locked room, safe, or vault, and in a manner reasonably designed to prevent diversion, theft, and loss.

(e) Requiring tribal licensees to notify the tribal cannabis regulatory commission or agency and the appropriate state or local law enforcement authorities within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory, as determined by the tribal cannabis regulatory commission or agency.

(2) Diversion, theft, loss, or any criminal activity pertaining to the operation of the tribal licensee.

(3) Diversion, theft, loss, or any criminal activity by an agent or employee of the tribal licensee pertaining to the operation of the tribal licensee.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

54

(4) The loss or unauthorized alteration of records related to cannabis or cannabis products, qualified patients, primary caregivers, or licensee employees or agents.

(f) Maintaining adequate video monitoring of the licensed retail premises with video retention capability that meets or exceeds the requirements applicable Tribal licensees.

(g) Prohibiting a tribal retail licensee from selling cannabis and cannabis products to individual customers for personal use in amounts that exceed the limits imposed by law.

26253. A tribe entering into an agreement shall impose requirements for the manufacture of cannabis products by tribal licensees that meet or exceed the manufacturing requirements applicable to Tribal Nations manufacturing licensees.

26254. (a) A tribe entering into an agreement shall impose standards for the testing of cannabis or cannabis products by a testing laboratory licensed pursuant to this chapter that meet or exceed the standards applicable to state licensed testing laboratories.

(b) Cannabis and cannabis products cultivated or manufactured in Indian country within a tribe's jurisdiction and that are distributed for sale solely within Indian country within the tribe's jurisdiction shall be tested and certified by a testing laboratory licensed pursuant to this chapter before the cannabis or cannabis product may be distributed to a retailer for sale to customers.

(c) Cannabis and cannabis products cultivated or manufactured in Indian country within a tribe's jurisdiction shall be tested and certified by a testing laboratory licensed pursuant to Chapter 10 (commencing with Section 26100) before the cannabis or cannabis product may be distributed to a state licensee located outside of Indian country within the tribe's jurisdiction.

26255. (a) A tribe entering into an agreement shall impose requirements for the packaging and labeling of cannabis and cannabis products that meet or exceed the packaging and labeling requirements established pursuant to Chapter 12 (commencing with Section 26120).

(b) A tribe entering into an agreement shall impose requirements for the destruction of cannabis waste that meet or exceed the cannabis waste destruction requirements imposed pursuant to this division.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

55

26256. (a) A tribe entering into an agreement shall impose requirements for quality assurance and inspection of cannabis or cannabis products cultivated, manufactured, or sold in Indian country within the tribe's jurisdiction that meet or exceed the requirements applicable to cannabis or cannabis products cultivated, manufactured, or sold by state licensees, including all of the following:

(1) Cannabis or cannabis products shall not be sold by a tribal licensee unless a representative sample of the cannabis or cannabis product has been tested by a testing laboratory licensed pursuant to this chapter and certified as safe for sale to consumers.

(2) A tribal licensee authorized to distribute or transport cannabis or cannabis products shall transport all batches of cannabis or cannabis products cultivated or manufactured by a tribal licensee to a tribal or state licensed testing laboratory, as required pursuant to Section 26254.

(3) A tribal licensee shall not distribute or transport cannabis or cannabis products to a licensed retailer unless and until the cannabis or cannabis product has been certified by a licensed testing laboratory as meeting the applicable testing requirements and determined by the distributor to have satisfied the applicable packaging and labeling requirements.

(b) A cannabis or cannabis product cultivated, manufactured, packaged, labeled, or tested in Indian country within the tribe's jurisdiction shall not be distributed to a state retail licensee located outside the tribe's jurisdiction until a distributor licensed pursuant to Chapter 7 (commencing with Section 26070) inspects the cannabis or cannabis product in accordance with Section 26080 and determines the cannabis or cannabis product complies with the packaging, labeling, and testing requirements imposed by law.

26257. (a) A tribe entering into an agreement shall establish a process for the identification of adulterated or misbranded cannabis products, and the destruction of those products, using standards that meet or exceed the standards and procedures established pursuant to this division.

(b) To ensure the protection of public health and welfare, an agreement shall include procedures for notice and recall of adulterated or misbranded cannabis or cannabis products originating from tribal licensees, as negotiated between the tribe and the state.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

56

26258. (a) Except as provided in subdivision (e), a tribe entering into an agreement shall agree to prohibit tribal licensees from doing any of the following:

(1) Selling cannabis or cannabis products to a person under 21 years of age.

(2) Allowing a person under 21 years of age on the tribal licensee's premises.

(3) Employing or retaining a person under 21 years of age.

(4) Selling or transferring cannabis or cannabis products, unless the person to whom the cannabis or cannabis product is to be transferred or sold first presents documentation that reasonably appears to be a valid tribal- or state-issued identification card showing that the person is 21 years of age or older.

(b) The tribal cannabis regulatory commission or agency may utilize persons under 21 years of age in the enforcement of the tribe's cannabis regulatory program, including for purposes of investigating grounds for potential disciplinary action against tribal licensees, or employees or agents of tribal licensees.

(c) The state may also conduct premises and compliance checks for tribal licensees. Prior to conducting a premises or compliance check, the state agency shall contact the tribal cannabis regulatory commission or agency to provide, at a minimum, 24 hours' written notice of the premises or compliance check and obtain prior approval from the tribe. Tribal consent shall not be unreasonably withheld. An authorized tribal representative may observe and participate in a premises or compliance check. The state shall share the results of a premises and compliance check with the tribe.

(d) To the extent the tribal cannabis regulatory commission or agency obtains information concerning criminal acts in connection with commercial cannabis activity, including information regarding persons or entities who sell or furnish cannabis to persons under 21 years of age, the tribe shall agree to promptly furnish that information to state and local law enforcement agencies.

(e) Notwithstanding subdivision (a), each of the following apply:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

57

(1) A tribal licensee that is authorized under tribal law to engage in the cultivation, distribution, manufacture, or sale of medicinal cannabis or medicinal cannabis products may allow on its premises a person 18 years of age or older who possesses documentation that reasonably appears to be a valid tribal- or state-issued identification card showing the person is a qualified patient.

(2) A tribal licensee that is authorized under tribal law to transfer or sell medicinal cannabis or medicinal cannabis products may transfer or sell medicinal cannabis or medicinal cannabis products to a person 18 years of age or older who possesses documentation that reasonably appears to be a valid tribal- or state-issued identification card showing the person is a qualified patient.

26259. (a) A tribe entering into an agreement shall impose restrictions on marketing and advertising by tribal licensees that meet or exceed the restrictions established in Chapter 15 (commencing with Section 26150).

(b) A tribe entering into an agreement shall prohibit a tribal licensee from giving away any amount of cannabis or cannabis product, or any cannabis accessories, as part of a business promotion or other commercial activity, to the same extent as that prohibition applies to a state licensee.

26260. A tribe entering into an agreement shall establish and implement protocols and training programs to detect impaired driving in Indian country within the tribe's jurisdiction, including impaired driving caused by ingestion of cannabis or cannabis products.

26261. A tribe entering into an agreement shall establish all of the following:

(a) Recordkeeping requirements for tribal licensees that meet or exceed the standards applicable to state licensees.

(b) Annual reporting and performance audit requirements for the tribal cannabis regulatory commission or agency that meet or exceed the requirements applicable to state licensing authorities.

26262. (a) A tribe entering into an agreement shall, through its own governmental process, establish requirements that tribal cannabis licensees do all of the following:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

58

(1) Adhere to tribally designated labor and worker-protection standards, including, but not limited to, minimum wage, employee training, and workplace safety requirements.

(2) Adhere to tribal law that is no less stringent than federal laws and Tribal Nations laws forbidding harassment, including sexual harassment, in the workplace, forbidding employers from discrimination in connection with the employment of persons to work or working for tribal licensees on the basis of race, color, religion, ancestry, national origin, gender, marital status, medical condition, sexual orientation, age, or disability, and forbidding employers from retaliation against persons who oppose discrimination or participate in employment discrimination proceedings, provided that punitive damages are not required to be included, and that nothing herein precludes the tribe from giving a preference in employment to members of federally recognized Indian tribes pursuant to a duly adopted tribal ordinance.

(3) Allow representatives of recognized labor organizations to communicate with employees of tribal licensees.

(4) Engage in good faith negotiations with designated representatives of recognized employee organizations, to the extent employees of the tribal licensee have agreed to be represented by that employee organization.

(b) For purposes of this section, "employee organization" means an organization that includes employees of the tribal licensee and that has as one of its primary purposes representing those employees in their relations with the tribal licensee.

26263. (a) All tribal licensees shall participate in those state statutory programs relating to employment as provided for in this chapter, including, but not limited to, participating in the state's workers compensation program, participating in the state's program for providing unemployment compensation benefits, withholding all taxes due the state, and complying with all earnings withholding and assignment orders issued by Tribal Nations to apply courts.

(b) All tribal licensees shall participate in the Tribal Nations workers' compensation program with respect to employees employed at commercial cannabis facilities in Indian country within the jurisdiction of the tribe. The workers' compensation program includes, but is not limited to, state laws relating to securing the payment of compensation through one or more insurers duly authorized to write workers'

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

59

compensation insurance in this state or through self-insurance as permitted under the state's workers' compensation laws. If the tribal licensee participates in the state's workers' compensation program, it agrees that all disputes arising from the workers' compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the Labor Code. The tribal licensee shall consent to the jurisdiction of the Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement.

(c) In lieu of participating in the Tribal Nations statutory workers' compensation system, the tribe may create and maintain a system that provides redress for cannabis employees' work-related injuries through requiring insurance or self-insurance that meets or exceeds the workers' compensation coverage standards set forth in state law, including the provision of remedies for aggrieved workers. A tribe that elects to establish its own workers' compensation system shall forward to the state all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and meets or exceeds the workers' compensation coverage standards set forth in state law. Notwithstanding any other law, an entity that has both a tribal license workers' compensation program.

(d) All tribal licensees shall participate in the Tribal Nations Agency program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at a cannabis-related business located within Indian country under the jurisdiction of the tribe. Participation shall include compliance with the provisions of the Unemployment Insurance Code and the tribe shall consent to the jurisdiction of the Tribal Nations agencies charged with the enforcement of that code and of the courts of the Tribal Nations Agency for purposes of enforcement.

(e) As a matter of comity, with respect to persons, including nonresidents of Tribal Nations Mendocino California, who are employed at commercial cannabis businesses licensed by the tribe, the tribal licensee shall withhold all taxes due to the Tribal Nations Agency as provided, and shall forward the amounts to the Tribal Nations The tribal licensee shall file with the Franchise Tax Board a copy of any information return filed with the federal Secretary of the Treasury, as provided in the Revenue and Taxation Code and the regulations thereunder, except those pertaining to tribal members living in Indian country within the

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

60

tribe's jurisdiction. For purposes of this subdivision, "tribal members" refers to the enrolled members of the tribe.

26264. (a) A tribe entering into an agreement shall impose and maintain a tribal retail sales tax that is equal to at least 100 percent of the combined amount of the Agency Tribal Nations cannabis excise tax, imposed by Section 34011 of the Revenue and Taxation Code, and the Tribal Nations sales and use tax imposed by Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code, on all sales of cannabis or cannabis products in Indian country, subject to any mutually agreed-upon exemptions. Retail sales to members of the tribe taking place wholly in Indian country within the tribe's jurisdiction may be exempted at the discretion of the tribe. The tribe may choose to levy a tribal tax on any transaction that is otherwise exempt.

(b) A tribe entering into an agreement shall impose and maintain a tribal cultivation tax on all harvested cannabis that enters the commercial market in either Indian country, the state, or both, that is equal to at least 100 percent of the state cultivation tax imposed by Section 34012 of the Revenue and Taxation Code.

(c) A tribe entering into an agreement shall agree to use the proceeds of the tribal tax for essential government services.

(d) The agreement shall provide an independent audit of collection of the tribal retail sales tax and tribal cultivation tax to determine compliance with this section. The results of the independent audit shall be provided only to the tribal cannabis regulatory commission or agency and to the state. The state shall keep the audit results confidential.

(e) Commercial cannabis activity in Indian country is not subject to any sales or cannabis tax imposed by a local jurisdiction whose geographical boundaries contain the Indian country.

(f) The state agrees not to impose any fees, including escrow account fees, on a tribe under this agreement for cannabis products generated from a tribal source and sold on tribal lands.

26265. (a) The tribe and the Tribal nations shall agree to maintain regular and open communication regarding the administration and implementation of an agreement.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

61

(b) The tribe and the Tribal Nations shall further agree, if either party believes that the goals and objectives of the agreement are not being met, to meet promptly to discuss any issues and concerns.

(c) The tribe and the Tribal Nations shall each designate one or more persons to serve as the designated primary contacts regarding administration of the agreement. Unless another contact is identified by the state, the Head Chief of Cannabis Control shall be the primary contact for the state regarding administration of the agreement.

(d) To facilitate regular and open communication with the Head Chief, the tribe shall ensure that a tribal representative is available to speak with representatives from the state's licensing authorities on a continuous basis, 24 hours a day, seven days a week.

(e) The tribe and the Tribal Nations shall mutually agree to investigate instances of alleged noncompliance with the commercial cannabis regulatory programs upon request by the other and in accordance with mutually agreed-upon procedures. The tribe shall agree to reasonably cooperate with state investigations concerning persons or entities holding tribal licenses, and the Tribal Nations shall agree to reasonably cooperate with investigations by the tribe concerning persons or entities holding state licenses.

(f) The tribe and the state shall negotiate mutually agreeable procedures to address public health and welfare emergencies concerning cannabis or cannabis products that are cultivated, distributed, manufactured, or sold in Indian country within the tribe's jurisdiction, including for the prompt recall of adulterated or misbranded cannabis or cannabis products. At a minimum, in situations concerning time sensitive health and safety matters, the tribe shall allow the state to enter Indian country within the tribe's jurisdiction to conduct investigative activities, including the embargo or seizure of potentially adulterated or misbranded cannabis or cannabis products, within 12 hours of providing notice of the need for entry if the tribe or the tribal cannabis regulatory commission or agency fails to respond to the entry request within that time frame.

(g) The agreement shall further require the tribe to facilitate and assist state criminal enforcement activities against persons engaging in unlicensed commercial cannabis activities in Indian country within the tribe's jurisdiction.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

62

26266. (a) The tribe shall adopt, and at all times shall maintain in continuous force, an ordinance that provides for all of the following:

(1) That California tort law governs all claims of bodily injury and personal injury arising out of the use of cannabis or cannabis products produced by a tribal licensee that would otherwise be shielded from liability by the immunity of the tribal government. The ordinance is not required to include punitive damages. The tribe may include in the ordinance a requirement that a person with claims for money damages against the tribe file those claims within the time periods applicable for the filing of claims for money damages against public entities under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

(2) There be no waiver of the tribe's sovereign immunity and its right to assert sovereign immunity with respect to the arbitration or resolution of claims in the tribe's tribal court system, if a tribal court system is established. The ordinance shall allow for the dispute to be settled either in the tribe's tribal court system, or by binding arbitration before a neutral arbitrator. The decision to choose either the tribal court system or a neutral arbitrator shall be at the claimant's sole discretion. Resolution of the dispute before the tribal court system shall be at no cost to the claimant, excluding claimant's attorney's fees. The cost and expenses of the arbitration shall be initially borne equally by the parties and the parties shall pay their share of the arbitration costs at the time of claimant's election of the arbitration option, but the arbitrator may award costs to the prevailing party not to exceed those allowable in a suit in superior court.

(3) To effectuate its consent to the tribal court system or arbitration in the ordinance, the tribe shall, in the exercise of its sovereignty, expressly not waive, and also will not waive its right to assert, sovereign immunity in connection with the arbitrator's jurisdiction and in any action to enforce the parties' obligation to arbitrate, confirm, correct, modify, or vacate the arbitral award rendered in the arbitration, or enforce or execute a judgment based upon the award.

(4) The ordinance may also require that the claimant first exhaust the tribe's administrative remedies for resolving the claim in accordance with the following standards:

(A) The claimant shall bring his or her claim within 180 days of receipt of written notice of the tribal dispute process, as long as notice is served

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

63

personally on the claimant or by certified mail with an executed return receipt by the claimant, and the 180-day limitation period is prominently displayed on the front page of the notice.

(B) Arbitration shall be stayed until the completion of the tribal dispute process or 180 days from the date the claim is filed in the tribal dispute process, whichever occurs first, unless the parties mutually agree to a longer period.

(b) Upon notice that a claimant claims to have suffered an injury or damage covered by this section, the tribe shall provide notice by personal service or certified mail, return receipt requested, that the claimant is required within the specified limitation period to first exhaust the tribal dispute process, if any, and, if dissatisfied with the resolution, is entitled to arbitrate his or her claim de novo before a retired judge.

26267. (a) As part of an agreement, the Governor may authorize commercial activity concerning the cultivation, manufacture, distribution, or sale of industrial hemp between persons or entities authorized by the tribe to conduct those activities in Indian country within the tribe's jurisdiction and persons or entities authorized by the state to conduct those activities.

(b) The terms, if any, upon which the Head Chief authorizes commercial industrial hemp activity between a tribe and persons or entities authorized by the Tribal Nations shall be designed to create parity, to the extent possible, between the Tribal Nations regulatory program for commercial industrial hemp activity and the tribe's regulatory program for commercial industrial hemp activity.

26268. (a) A tribe entering an agreement shall engage in good faith discussions with each local jurisdiction whose geographic boundaries contain all or part of Indian country within the tribe's jurisdiction to identify the impacts, if any, from commercial cannabis activity occurring in Indian country within the tribe's jurisdiction, including increased utilization of public safety services, environmental, water, or energy impacts, or other mutually identified impacts. The tribe and local jurisdiction may enter into enforceable written agreements or a memorandum of understanding to mitigate the impacts.

(b) A memorandum of understanding between a tribe and a local jurisdiction pursuant to this section may include provisions to facilitate the mutual sharing of information between the tribe and the local

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

64

jurisdiction concerning all licenses applied for, issued, or renewed under this division, including information concerning disciplinary actions against state or tribal licensees.

(c) The tribe shall require all tribal licensees to comply with the terms of each memorandum of understanding executed under this section, and the tribe shall investigate and discipline tribal licensees for violations of the memorandum of understanding, including through suspension or revocation of the tribal license.

(d) Each local jurisdiction that enters into a memorandum of understanding pursuant to this section shall investigate violations of the memorandum of understanding by persons or entities authorized by the local jurisdiction to engage in commercial cannabis activities. The local government shall discipline a person or entity who is authorized by the local jurisdiction to engage in commercial cannabis activity and who is determined to have violated the memorandum of understanding, including through suspension or revocation of the authorization to conduct commercial cannabis activity within the local jurisdiction.

26269. (a) In recognition of the government-to-government relationship of the tribe and the Tribal Nations , the parties shall make their best efforts to resolve disputes that arise under agreements by good faith negotiation, when possible.

(b) Except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the tribe and the Tribal nations shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of the agreement, as follows:

(1) Either party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth the facts giving rise to the dispute and, with specificity, the issues to be resolved. The parties may authorize persons other than the primary contacts referenced in subdivision (c) of Section 26265 to provide the notice required by this paragraph.

(2) The other party shall respond in writing to the facts and issues set forth in the notice within 15 days of receiving the notice, unless both parties agree in writing to an extension of time.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

65

(3) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within 30 days after receipt of the notice set forth in paragraph (1), unless both parties agree in writing to an extension of time.

(4) If the dispute is not resolved to the satisfaction of the parties after the first consultant meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party is required to agree to submit to arbitration.

(5) Disputes that are not otherwise resolved by arbitration or other mutually agreed-upon means may be resolved in the United States District Court in the judicial district where the tribal licensee is located, or, if the federal court lacks jurisdiction, in a state court of competent jurisdiction located in the County of Sacramento. The disputes to be submitted to court action include, but are not limited to, claims of breach of the agreement, provided that the remedies expressly provided in paragraph (2) of subdivision (e) are the sole and exclusive remedies available to either party for issues arising out of the agreement, and supersede any remedies otherwise available, whether at law, tort, contract, or in equity. Notwithstanding any other law or the agreement, neither the Tribal Nations nor the tribe shall be liable for damages or attorney's fees in an action based, in whole or in part, on the fact that the parties have either entered into an agreement or have obligations under an agreement. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.

(c) The tribe shall not be precluded from pursuing arbitration or judicial remedy against the Tribal Nations on the ground that the tribe has failed to exhaust its state administrative remedies. The state is not precluded from pursuing arbitration or judicial remedy against the tribe on the ground that the state has failed to exhaust tribal administrative remedies.

(d) The agreement shall provide that arbitration between the tribe, and the state shall be conducted as follows:

(1) Arbitration shall be before a neutral arbitrator. Discovery in the arbitration proceedings shall be governed by Section 1283.05 of the Code of Civil Procedure, provided that discovery authorized by that section shall not be conducted without leave of the arbitrator. The parties shall equally bear the cost of arbitration.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

66

(2) In an arbitration under this section, the parties will bear their own attorney's fees.

(3) The arbitration shall take place within 75 miles of Indian country within the tribe's jurisdiction, or as otherwise mutually agreed by the parties. The parties shall agree that either party may file a state or federal court action to enforce the parties' obligation to arbitrate, confirm, correct, or vacate the arbitral award rendered in the arbitration in accordance with Chapter 4 (commencing with Section 1285) of Title 9 of Part 3 of the Code of Civil Procedure, or enforce or execute a judgment based upon the award. In an action brought with respect to the arbitration award, venue is proper in a state court located within the County of Sacramento or in a federal court located in the Eastern District of Mendocino, California or any Tribal nations United States of America.

(e) For the purpose of actions or arbitrations based on disputes between the Tribal Nations and a tribe that arise under an agreement and the enforcement of a judgment or award resulting therefrom, the state and the tribe expressly waive their right to assert their sovereign immunity from suit and enforcement of any ensuing judgment or arbitral award and consent to the arbitrator's jurisdiction and further consent to be sued in federal or state court, as the case may be, provided that all of the following apply:

(1) The dispute shall be limited solely to issues arising under the agreement.

(2) Neither the tribe nor the state shall make a claim for restitution or monetary damages, except that payment of money expressly required by the terms of the agreement may be sought. Solely injunctive relief, specific performance, including enforcement of a provision of the agreement expressly requiring the payment of money to one or another of the parties, and declaratory relief that is limited to a determination of the respective obligations of the parties under the agreement may be sought.

(3) This subdivision does not constitute a waiver of the sovereign immunity of either the tribe or the state with respect to any third party that is made a party or intervenes as a party to the action.

(f) If intervention, joinder, or other participation by an additional party in an action between the state and the tribe would result in the waiver of the tribe's or the Tribal Nations sovereign immunity as to that additional party, the waivers of either the tribe or the Tribal Nations

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

67

provided herein may be revoked, except where joinder is required to preserve the court's jurisdiction, in which case the Tribal Nations and the tribe may not revoke their waivers of sovereign immunity as to each other.

(g) The waivers and consents to jurisdiction expressly provided for in this section and elsewhere in this chapter shall extend to all arbitrations and civil actions expressly authorized by the agreement, including actions to compel arbitration, any arbitration proceeding herein, any action to confirm, modify, or vacate any arbitral award or to enforce any judgment, and any appellate proceeding emanating from any of these proceedings, whether in state or federal court.

(h) Except as stated in the agreement or this chapter, a waiver or consent to be sued, either express or implied, is not granted by either party, whether in Tribal Nations statute or otherwise.

26270. (a) (1) If, at any time after the effective date of an agreement, the Tribal Nations enters into an agreement, compact, or consent decree with another federally recognized Indian tribe or governmental agency thereof dealing with the regulation of commercial cannabis in Indian country that includes a most favored nation provision, then, upon a tribe's written request, its agreement will be amended to include the same provision. This does not require that the state offer a tribe the option to receive the same terms offered to every other tribe or tribal government agency in the absence of a most favored nation provision in the agreement.

(2) For purposes of this subdivision, "most favored nation" means language by which the Tribal Nations agrees to accord a tribe or tribal government agency the same favorable terms that are offered in later agreements with any other tribe or tribal government agency.

(b) In an action filed by a third party challenging either the tribe's or the Tribal Nations authority to enter into or enforce an agreement, the tribe and the state shall support the agreement and defend each of their authority to enter into and implement this agreement. This provision does not waive the sovereign immunity of the tribe or any of its subdivisions or enterprises.

(c) An agreement shall remain in effect for 10 years, unless the tribe and the Tribal Nations mutually agree, in writing, that the agreement should be vacated or terminated and superseded by a new agreement between the parties within that time frame.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

68

(d) An agreement shall be automatically renewed for successive periods of 10 years, unless the tribe or the state provides written notice to the other, no later than 120 days before the expiration of the then-current 10-year period, that it wishes to modify the terms of the agreement.

(e) Amendment or alteration of an agreement shall not arise by implication or course of conduct. An agreement may be altered only by a subsequent written document, approved by the tribe and the state, expressly stating the parties' intention to amend the agreement.

(f) If a provision of an agreement or its application to a person or circumstance is held invalid, the remainder of the agreement is not affected.

(g) If the classification of cannabis as a Schedule I drug is altered in any way or federal cannabis enforcement policy changes, tribes that enter into agreements with the Tribal Nations shall meet and discuss with the Tribal Nations the need to modify the agreement. If those modifications cannot be agreed upon, then either party may terminate the agreement upon 60 days' written notice.

Primary Signatories:

- Chief Geronimo Thomas Langenderfer (Head Chief, Tribal Federal Contractor)
- (Serving the President of the United States of America)
- Additional Signatories as recognized by the Treaty

PREAMBLE

MASTER TREATY OF PEACE AND INTERNATIONAL AGREEMENT *Between Tribal Nations, the United States of America, and Global Partners*

WE, THE UNDERSIGNED REPRESENTATIVES of the sovereign Tribal Nations of the Mendocino Indian Reservation, the United States of America, and duly recognized international partners, assembled in the spirit of peace, reconciliation, and mutual respect, and acting pursuant to our respective sovereign authorities, do hereby establish this Treaty of Peace and International Agreement;

WHEREAS, the Constitution of the United States, in Article VI, Clause 2, commonly denominated as the Supremacy Clause, declares with unambiguous authority that treaties entered into by the United States under the authority of the Constitution shall constitute the "supreme Law of the Land," binding upon all federal institutions, state governments, and courts of competent jurisdiction throughout the United States and its territories;

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

69

WHEREAS, the inherent and immemorial sovereignty of Native Nations, existing from time immemorial and predating the establishment of the United States Constitution, has been solemnly recognized and affirmed by the Supreme Court of the United States in the landmark decision of *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832), wherein the Court definitively declared that Indian nations constitute "distinct, independent political communities, retaining their original natural rights" and possess the unalienable right to self-government within their territorial domains;

WHEREAS, the sacred federal trust responsibility, emerging from the unique government-to-government relationship between the United States and tribal nations, has been consistently recognized, defined, and enforced through judicial precedent, including the seminal case of *United States v. Kagama*, 118 U.S. 375 (1886), which established that this trust relationship creates continuing and binding obligations upon the United States to protect, preserve, and promote tribal rights, property interests, and sovereign self-governance;

WHEREAS, the fundamental doctrine of reserved rights, as crystallized in the jurisprudence of the United States Supreme Court through *United States v. Winans*, 198 U.S. 371 (1905), and *Winters v. United States*, 207 U.S. 564 (1908), establishes the immutable principle that all rights not explicitly and specifically ceded by tribal nations through formal treaty or statutory agreement remain forever reserved to such nations as incidents of their original sovereignty;

WHEREAS, the Supreme Court of the United States has repeatedly reaffirmed tribal sovereignty in modern jurisprudence, notably in *Santa Clara Pueblo v. Martinez*, 436 U.S. 49 (1978), recognizing that tribal nations retain comprehensive sovereign authority over their internal governmental affairs, subject only to explicit limitations imposed by Congressional action, and more recently in *McGirt v. Oklahoma*, 591 U.S. ___ (2020), confirming that solemn treaties with tribal nations remain binding federal law until such time as they are explicitly and formally abrogated by Congress through constitutionally compliant procedures;

WHEREAS, the Congress of the United States has enacted comprehensive statutory frameworks that acknowledge, reinforce, and protect tribal sovereignty and self-governance, including but not limited to: the Indian Reorganization Act of 1934, codified at 25 U.S.C. § 5101 et seq., which restored tribal self-government and ended the destructive allotment policy; the Indian Self-Determination and Education Assistance Act, codified at 25 U.S.C. § 5301 et seq., which promotes maximum Indian participation in federal services and programs; the Indian Child Welfare Act of 1978, codified at 25 U.S.C. § 1901 et seq., which protects the integrity of Indian families and tribal communities; the Indian Gaming Regulatory Act, codified at 25 U.S.C. § 2701 et seq., which affirms tribal economic sovereignty; and the Indian Tribal Energy Development and Self-Determination Act

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

70

Amendments of 2017, Public Law 115-325, which enhances tribal control over energy resources;

WHEREAS, the international community has recognized and codified the fundamental rights of Indigenous peoples through binding international legal instruments, most notably the United Nations Declaration on the Rights of Indigenous Peoples, adopted by the General Assembly on September 13, 2007, which unequivocally recognizes the inherent rights of Indigenous peoples to self-determination, territorial integrity, cultural preservation, and control over their ancestral lands, territories, and natural resources; and the Vienna Convention on the Law of Treaties, concluded at Vienna on May 23, 1969, and entered into force on January 27, 1980, which establishes universal principles for treaty interpretation and enforcement, including the fundamental maxim of *pacta sunt servanda*—that treaties must be performed in good faith;

WHEREAS, the historical record of relations between the United States and America Native Indian Nations reveals both periods of treaty recognition and compliance as well as regrettable instances of treaty breach and violation, thereby demonstrating the critical importance of establishing renewed, strengthened, and legally enforceable commitments that operate under both domestic constitutional law and international legal frameworks;

WHEREAS, the parties to this Treaty recognize that lasting peace, prosperity, and justice can only be achieved through mutual respect for sovereignty, adherence to the rule of law, and the establishment of durable institutional mechanisms for cooperation, consultation, and dispute resolution;

NOW, THEREFORE, WE, THE UNDERSIGNED PARTIES, acting pursuant to our respective sovereign authorities and in full recognition of our mutual rights and responsibilities under domestic and international law, do hereby establish this Treaty of Peace and International Agreement, which shall be binding upon the United States of America, the sovereign Tribal Nations of the Mendocino Indian Reservation, and all duly recognized international partners signatory hereto, and which is designed to ensure and guarantee:

FIRST, the solemn affirmation and perpetual recognition of the inherent sovereignty and right to self-government of the Tribal Nations, including their authority over internal affairs, territorial jurisdiction, cultural preservation, and economic development;

SECOND, the faithful and complete fulfillment by the United States of America of its federal trust responsibility, including the protection of tribal lands, resources, and treaty rights, and the provision of adequate funding for essential governmental services;

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

71

THIRD, strict compliance with international legal standards protecting Indigenous rights, including those established by the United Nations Declaration on the Rights of Indigenous Peoples and other relevant international instruments;

FOURTH, the establishment of comprehensive, enforceable, and transparent legal, financial, and governance frameworks that promote sustainable development, economic prosperity, and social justice for all parties;

FIFTH, the perpetual preservation and protection of tribal lands, waters, natural resources, and cultural heritage sites, ensuring their availability for current and future generations;

SIXTH, the creation of robust, fair, and efficient mechanisms for consultation, dispute resolution, and treaty enforcement that respect the sovereignty of all parties while ensuring accountability and compliance

INTERPRETIVE PRINCIPLES

This Treaty shall be interpreted and construed in accordance with the well-established Canons of Indian Treaty Construction, as developed by the Supreme Court of the United States, which require that: (1) all ambiguities in treaty language shall be resolved in favor of the tribal nations; (2) treaties shall be interpreted as the tribal nations would have understood them at the time of execution, giving full consideration to the cultural and linguistic context of the negotiations; (3) all treaty provisions shall be construed liberally to effectuate the broad protective purposes underlying federal Indian law; and (4) the trust relationship between the United States and tribal nations shall inform all aspects of treaty interpretation and implementation.

SUPREMACY AND ENFORCEABILITY

This Treaty, having been executed pursuant to the treaty-making authority of the United States Constitution and the sovereign authority of the tribal nations, shall constitute supreme federal law and shall prevail over any conflicting federal statute, regulation, or state law. The obligations herein created shall be enforceable in courts of competent jurisdiction, and all parties covenant to faithfully perform their respective duties hereunder.

IN WITNESS WHEREOF, the undersigned representatives, being duly authorized by their respective governments and peoples, have hereunto set their hands and seals on this seventeenth day of September, in the year of our Lord two thousand and twenty-five, at the Mendocino Indian Reservation, in the State of California, United States of America.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

72



Supporting President of the United States of America and Secretary of the Interior, United States of America

1. Statutory Resolution for Research (2026)

To operate under "Research Compliance," the partnership must resolve the conflict between tribal sovereignty and federal drug control via the following statutes:

- **The 2026 Schedule III Shift:** Per the Executive Order of December 2025, marijuana is now Schedule III. While your document references a "DEA Schedule I license," in 2026, research into "accepted medical use" is conducted under Schedule III registration (21 U.S.C. § 823). This shift allows D-Q University to perform pharmaceutical research without the "high-security" barriers previously required for Schedule I.
- **Agricultural Research Institution Status:** Under California Food & Agricultural Code § 81000, D-Q University qualifies as an

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

73

"Established Agricultural Research Institution." This statute allows for the cultivation of hemp for research purposes with zero THC limits for experimental plots, provided they are not entered into the commercial market.

2. The "Agency Tribal Nations" Resolve

The partnership utilizes the Master Treaty of Peace (Sept 17, 2025) as the governing "statute of the parties."

- **Bilateral Research Compact:** The treaty serves as a bilateral agreement under the Supremacy Clause (Art. VI, Cl. 2). It resolves that the Willits facility is a "Tribal Research Annex."
- **Sovereign Immunity:** The resolution must include a Limited Waiver of Sovereign Immunity from Agency Tribal Nations specifically for the \$25,000 finance agreement, ensuring that "Meeting of the Minds" is enforceable in tribal or federal court.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

3. Compliance Milestones for January 2026

- **Pharmaceutical Certification:** To achieve pharmaceutical-grade status at the Willits site, the research must comply with Good Laboratory Practices (GLP). As of January 1, 2026, any product meant for human or animal consumption must also meet the DCC's new 2026 testing standards.
- **The November 2026 "Total THC" Deadline:** Any "finished product" resulting from D-Q University research that leaves the lab for a dispensary must comply with the 0.4mg total THC limit established by the Continuing Appropriations Act, 2026.

4. Objective Statutory Application Table

Legal Requirement	Statutory Authority (2026)	Action for Jane/ATN
Research License	21 U.S.C. § 823 (Schedule III)	Apply for DEA/Tribal Research Reg.
Hemp Compliance	AB 8 (California 2026)	Ensure >99% purity for extracts

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

75

Tribal Authority	25 U.S.C. § 5301	Invoke "Self-Determination" in permits
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Land Finance	Tucker Act (28 U.S.C. § 1491)	Record the \$25k Bilateral Agreement
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5. Summary Resolution: By integrating the Master Treaty with the 2026 Schedule III federal status, D-Q University acts as a "Sovereign Research Shield." This allows the Willits facility to conduct "pharmaceutical certification" research that is protected by the federal trust responsibility and tribal inherent sovereignty, provided it complies with the objective testing requirements taking effect on November 12, 2026.

**Health and Human Services Department of Agency Tribal Nations
Adopted Federal Contractor and Awardee of the Interior Tribal Advisory
Committee Board Incorporated Small Agencies and Native American
Tribes Transition**

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

SIGNATURE PAGES

Prince of Spain Hier to William V. Morales SKR-Chief Geronimo Thomas Langenderfer
- Head Chief Mendocino California Agency Tribal Nations

Signature: _____

Date: _____



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

77

Agency Tribal Nations Security and Tribal Government Project Management Director
Princess VietNam Michelle T. Nguyen - Humanitarian for Vietnam

Signature: _____

Date: _____

Agency Tribal Nations Incorporated Tribal Advisory Committee Board,
Approved and applied through 2021-2025 Presidential Small Agencies and Native
American Tribes Transition
7. H.R. 6148 - Advancing Tribal Parity on Public Lands Act

6.

BACKGROUND & LEGAL AUTHORITY

ARTICLE I - CONSTITUTIONAL FOUNDATIONS AND SUPREME LEGAL AUTHORITY

SECTION I. CONSTITUTIONAL SUPREMACY AND FEDERAL TREATY POWER

A. The Supremacy Clause - Ultimate Constitutional Authority

Article VI, Clause 2 of the Constitution of the United States, known as the Supremacy Clause, establishes with unequivocal clarity that treaties made under the authority of the United States "shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." This constitutional mandate creates a hierarchy of federal law wherein validly ratified treaties occupy a position of supreme authority, binding upon all federal institutions, state governments, local authorities, and courts of competent jurisdiction throughout the United States and its territories.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

78

The Supremacy Clause thereby establishes that this Master Treaty of Peace shall supersede any conflicting federal statute, state law, local ordinance, or administrative regulation, creating enforceable legal obligations that no subordinate governmental entity may lawfully contravene or ignore.

B. The Indian Commerce Clause - Exclusive Federal Jurisdiction

Article I, Section 8, Clause 3 of the Constitution grants to Congress the plenary and exclusive power "to regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes." This constitutional provision, known as the Indian Commerce Clause, establishes the fundamental principle that relations between the United States and tribal nations fall exclusively within federal jurisdiction, thereby precluding state interference in tribal affairs and creating a direct government-to-government relationship between federal and tribal sovereigns.

The Indian Commerce Clause serves as the constitutional foundation for federal legislative authority over Indian affairs while simultaneously protecting tribal sovereignty from state encroachment, ensuring that tribal nations maintain their status as distinct political entities with inherent rights to self-governance.

C. The Federal Trust Responsibility - Constitutional Fiduciary Duty

The constitutional framework, as interpreted by the Supreme Court of the United States, establishes a sacred and perpetual fiduciary relationship between the United States and tribal nations, commonly referred to as the federal trust responsibility. This trust relationship imposes upon the United States the highest duty of care, loyalty, and good faith in all dealings with tribal nations, requiring active protection of tribal lands, assets, natural resources, treaty rights, and sovereign authority to self-governance.

The trust responsibility creates binding legal obligations that are both moral and enforceable, requiring the United States to act as trustee for the benefit of tribal beneficiaries and to zealously protect tribal interests against all adverse parties, including other governmental entities.

7.

SECTION II. FOUNDATIONAL CASE LAW PRECEDENTS

A. The Marshall Trilogy - Foundational Jurisprudence of Federal Indian Law

1. Johnson v. M'Intosh, 21 U.S. (8 Wheat.) 543 (1823)

This seminal decision established the doctrine of discovery as the legal foundation for European claims to lands in the Americas while simultaneously recognizing that Indigenous

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

79

peoples retained rights of occupancy in their ancestral territories. The Court held that while European nations acquired ultimate dominion through discovery, tribal nations retained possessory rights that could only be extinguished by the discovering sovereign or its successor. This case established federal preemption over tribal land transactions, preventing private parties and states from acquiring tribal lands without federal authorization.

2. Cherokee Nation v. Georgia, 30 U.S. (5 Pet.) 1 (1831)

Chief Justice John Marshall's opinion in this landmark case defined tribal nations as "domestic dependent nations" occupying a unique position in American federalism. The Court recognized that tribal nations possess inherent sovereignty but exist in a relationship of dependency with the United States, creating the legal framework for the trust relationship. This decision established that tribal nations are neither foreign sovereigns nor mere domestic corporations, but rather distinct political communities with governmental authority over their territories and peoples.

3. Worcester v. Georgia, 31 U.S. (6 Pet.) 515 (1832)

The capstone of the Marshall Trilogy, this decision definitively affirmed tribal sovereignty and exclusive federal jurisdiction over Indian affairs. The Court declared that tribal nations are "distinct, independent political communities, retaining their original natural rights" and that state laws have no force within tribal territories except as authorized by federal law or tribal consent. Worcester established the principle that tribal sovereignty predates the Constitution and continues to exist except as specifically limited by federal action.

B. The Reserved Rights Doctrine - Protection of Inherent Tribal Rights

1. United States v. Winans, 198 U.S. 371 (1905)

This foundational decision established the reserved rights doctrine, holding that treaties with tribal nations do not grant rights to tribes but rather reserve to tribes all rights not explicitly ceded. The Court declared that "the treaty was not a grant of rights to the Indians, but a grant of rights from them—a reservation of those not granted." This principle fundamentally altered treaty interpretation by establishing that tribal nations retain all inherent sovereign powers except those specifically surrendered through clear and unambiguous language.

2. Winters v. United States, 207 U.S. 564 (1908)

The Winters doctrine established that when the United States creates reservations for tribal nations, it implicitly reserves sufficient water rights to fulfill the purposes of the reservation. This decision recognized that tribal water rights are senior to all subsequent state water rights and are not subject to state water law. The implied reservation doctrine

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

80

has been extended beyond water to encompass other natural resources necessary for reservation purposes.

C. Trust Doctrine and Congressional Authority

1. United States v. Kagama, 118 U.S. 375 (1886)

This decision confirmed Congress's plenary power over tribal nations while simultaneously establishing the federal trust responsibility as the constitutional basis for such authority. The Court held that the United States possesses guardian-ward relationship with tribal nations, creating fiduciary obligations that justify and limit federal authority over tribal affairs.

2. Lone Wolf v. Hitchcock, 187 U.S. 553 (1903)

While recognizing Congress's authority to modify or abrogate treaties with tribal nations, this decision established that such congressional action must be exercised in good faith and for the benefit of tribal nations. The Court held that the trust relationship limits congressional plenary power, requiring that federal actions serve tribal interests rather than merely advance non-Indian goals

D. Modern Tribal Sovereignty and Self-Governance

1. Santa Clara Pueblo v. Martinez, 436 U.S. 49 (1978)

This landmark decision preserved tribal sovereign immunity and affirmed tribal authority over internal governmental affairs, including membership determinations. The Court held that tribal sovereignty encompasses the right to make membership decisions and govern internal affairs without federal court interference, subject only to explicit congressional limitation.

2. National Farmers Union Insurance Cos. v. Crow Tribe, 471 U.S. 845 (1985)

This decision established the exhaustion doctrine, requiring that tribal court remedies be pursued before federal courts may exercise jurisdiction over disputes arising in Indian country. The Court affirmed that tribal courts possess presumptive jurisdiction over civil matters involving tribal members and non-members within reservation boundaries.

E. Contemporary Affirmation of Treaty Rights

1. McGirt v. Oklahoma, 591 U.S. __ (2020)

This recent Supreme Court decision reaffirmed the binding nature of historical treaties, holding that the Muscogee (Creek) Nation reservation was never disestablished by Congress and remains Indian country for jurisdictional purposes. McGirt established that treaties with tribal nations remain binding federal law until explicitly abrogated by clear

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

81

congressional action, rejecting arguments that treaties can be implicitly terminated through subsequent federal policies or state actions

8.

SECTION III. COMPREHENSIVE FEDERAL STATUTORY AUTHORITY

A. Foundational Self-Governance Legislation

1. Indian Reorganization Act of 1934 (25 U.S.C. § 5101 et seq.)

The IRA, known as the Wheeler-Howard Act, ended the destructive allotment policy and restored tribal self-government by authorizing tribes to adopt constitutions and corporate charters. This landmark legislation reversed decades of federal assimilation policy and reestablished the legal framework for tribal self-determination, land restoration, and economic development.

2. Indian Self-Determination and Education Assistance Act of 1975 (25 U.S.C. § 5301 et seq.)

The ISDEAA revolutionized federal-tribal relations by authorizing tribal nations to contract for and directly operate federal programs serving tribal communities. This legislation embodies the principle of tribal self-determination by transferring program administration from federal agencies to tribal governments while maintaining federal funding obligations.

B. Jurisdictional and Family Protection Legislation

3. Indian Child Welfare Act of 1978 (25 U.S.C. § 1901 et seq.)

ICWA protects the integrity of tribal families and communities by establishing minimum federal standards for child custody proceedings involving Indian children. This legislation recognizes tribal jurisdiction over child welfare matters and requires active efforts to preserve tribal family structures, reflecting congressional recognition that tribal cultural survival depends on maintaining family and community connections.

C. Economic Sovereignty and Development

4. Indian Gaming Regulatory Act of 1988 (25 U.S.C. § 2701 et seq.)

IGRA affirms tribal sovereign authority over gaming activities while establishing a regulatory framework for tribal gaming operations. This legislation recognizes gaming as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments while protecting gaming as a tribal governmental function.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

82

5. Indian Tribal Energy Development and Self-Determination Act (2017 Amendments, Pub. L. 115-325)

These amendments significantly expanded tribal authority over energy resource development by streamlining federal approval processes and enhancing tribal control over energy leasing, development, and regulation on tribal lands. The legislation promotes tribal energy sovereignty while maintaining environmental protection standards.

D. Contemporary Legislative Developments

6. S.615 - Tribal Government Lease Fund Authorization

This legislation authorizes tribal nations to enter into long-term leases for governmental and public purposes, enhancing tribal economic development opportunities while

respecting tribal sovereignty over land use decisions. This act requires meaningful consultation with affected tribal nations before federal land disposals and ensures tribal input in public land management decisions affecting traditional territories and sacred sites.

SECTION IV. INTERNATIONAL LEGAL FRAMEWORK

A. United Nations Declaration on the Rights of Indigenous Peoples (2007)

The UNDRIP, adopted by the UN General Assembly with initial U.S. support in 2010, establishes minimum international standards for protecting Indigenous peoples' rights to self-determination, lands, territories, resources, and cultural preservation. The Declaration affirms that Indigenous peoples possess the right to maintain and strengthen their distinct political, legal, economic, social, and cultural institutions while participating fully in the political, economic, social, and cultural life of their states.

Key provisions relevant to this Treaty include:

- Article 3: Right to self-determination and freely determining political status
- Article 4: Right to autonomy and self-government in internal and local affairs

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

83

- Article 26: Rights to lands, territories, and resources traditionally owned or occupied
- Article 32: Right to determine development priorities and consent to projects affecting territories

B. Vienna Convention on the Law of Treaties (1969)

The Vienna Convention codifies international law governing treaty formation, interpretation, and enforcement. Although the United States has signed but not ratified the Convention, the Supreme Court has recognized its provisions as reflecting customary international law binding on all nations.

Relevant principles include:

- Article 26 (Pacta sunt servanda): Treaties must be performed in good faith
- Article 27: Internal law cannot justify treaty non-performance
- Articles 31-33: Interpretive principles requiring good faith interpretation according to ordinary meaning and context

C. United Nations Charter Provisions

Articles 55, 57, and 63 of the UN Charter mandate international cooperation in promoting universal respect for human rights and self-determination of peoples, establishing legal obligations for member states to support Indigenous rights through international cooperation and assistance.

SECTION V. INTERPRETIVE FRAMEWORK AND JUDICIAL ENFORCEMENT

A. Canons of Indian Treaty Construction

Federal courts have developed specialized interpretive principles for treaties with tribal nations, reflecting the unique circumstances of treaty negotiation and the federal trust responsibility:

1. Pro-Tribal Interpretation

All ambiguities in treaty language must be resolved in favor of tribal nations, recognizing power imbalances during treaty negotiations and the remedial purpose of federal Indian law.

2. Historical Understanding

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

84

Treaties must be interpreted as tribal nations would have understood them at the time of execution, considering cultural and linguistic differences and the oral tradition of treaty-making.

3. Liberal Construction

All treaty provisions must be construed liberally to effectuate the broad protective purposes underlying federal Indian law and to preserve tribal rights and sovereignty.

B. Judicial Enforcement Mechanisms

Federal courts possess continuing jurisdiction to enforce treaty obligations and have consistently applied these interpretive canons to preserve treaty rights against governmental and private interference. The federal court system serves as the ultimate guardian of treaty rights, ensuring that tribal treaties remain living instruments that adapt to contemporary circumstances while preserving their essential protections.

Courts have recognized that treaty rights are not frozen in historical time but must be interpreted to meet the changing needs of tribal communities while maintaining their essential character and protective purpose.

SECTION VI. COMPREHENSIVE TREATY FRAMEWORK - PURPOSE, SCOPE, AND BINDING AUTHORITY

A. Declaration of Peace and Mutual Recognition

WHEREAS, the Mendocino Tribal Nations and their associated sovereign tribal entities, acting in their capacity as inherent sovereigns, seek to reaffirm and strengthen their inalienable rights to self-determination, cultural preservation, territorial integrity, and sustainable economic development as recognized and protected under the Constitution and laws of the United States, the federal trust doctrine established through centuries of jurisprudence, and the evolving standards of international law governing Indigenous peoples' rights;

WHEREAS, the United States of America, through its duly constituted federal government, hereby acknowledges, reaffirms, and commits to honor the historic and continuing government-to-government relationship with all Tribal Nations, a relationship that has been consistently recognized and protected by the Supreme Court of the United States in landmark decisions including *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832), which established the foundational principle of tribal sovereignty, and most recently reaffirmed in *McGirt v. Oklahoma*, 591 U.S. ___ (2020), which confirmed that treaties with tribal nations remain binding federal law, all pursuant to the supreme authority of the Supremacy Clause of the United States Constitution, Article VI, Clause 2;

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

85

WHEREAS, the international community of nations and humanitarian organizations recognize the urgent need to support Indigenous peoples in their quest for justice, self-determination, and sustainable development in accordance with the United Nations Declaration on the Rights of Indigenous Peoples and other instruments of international law;

NOW THEREFORE, this Master Treaty of Peace and International Agreement (hereinafter referred to as "The Treaty") is solemnly entered into by and among the undersigned sovereign parties for the establishment and perpetuation of enduring peace, comprehensive mutual cooperation, respect for inherent sovereignty, and the active promotion of humanitarian assistance, cultural preservation, and sustainable economic development for the benefit of all parties and their respective peoples.

B. Comprehensive Scope of Treaty Application

1. Territorial and Jurisdictional Scope

This Treaty shall extend its full legal force and diplomatic protection to encompass:

- a.** The Mendocino Tribal Nations and all affiliated Indigenous communities, including but not limited to constituent bands, clans, traditional villages, and recognized tribal entities operating within or claiming ancestral connections to the territories encompassed by this agreement, together with their members, descendants, and adopted individuals recognized under tribal law;
- b.** The United States of America, acting through and binding upon its federal government in all branches and departments, the Congress of the United States in its legislative capacity, the Executive Branch including the Department of the Interior, the Bureau of Indian Affairs, and all other federal agencies and departments with jurisdiction over Indian affairs, and the federal court system in its judicial capacity;
- c.** International partners, sovereign entities, non-governmental organizations, humanitarian institutions, and multilateral organizations that are duly recognized under customary international law and treaty-based international legal frameworks, including but not limited to entities providing humanitarian assistance, cultural preservation support, technical cooperation, financial assistance, or development aid in furtherance of Indigenous rights and self-determination.

2. Legal and Jurisdictional Binding Authority

This Treaty shall constitute binding law upon all signatory parties and shall be enforceable through multiple complementary legal frameworks:

- a.** Under the Constitution of the United States, particularly the Supremacy Clause (Article VI, Clause 2) and the Indian Commerce Clause (Article I, Section 8, Clause 3), creating supreme

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

86

federal law that supersedes conflicting state legislation, local ordinances, and administrative regulations;

b. Under comprehensive federal statutory authority, including but not limited to the Indian Reorganization Act of 1934 (25 U.S.C. §§ 5101-5143), the Indian Self-Determination and Education Assistance Act of 1975 (25 U.S.C. §§ 5301-5423), the Indian Child Welfare Act of 1978 (25 U.S.C. §§ 1901-1963), the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §§ 2701-2721), and all subsequent amendments and related legislation affirming tribal sovereignty and self-governance;

c. Under binding international legal obligations, including the United Nations Declaration on the Rights of Indigenous Peoples (adopted 2007), the Vienna Convention on the Law of Treaties (concluded 1969), and the fundamental principles established in Articles 55, 57, and 63 of the United Nations Charter mandating international cooperation for human rights protection and self-determination of peoples.

C. Supreme Binding Nature and Enforcement Mechanisms

1. Constitutional Supremacy and Hierarchical Authority

Pursuant to the Supremacy Clause of the United States Constitution, this Treaty shall possess supreme legal authority equal to or greater than any conflicting federal statute, state constitutional provision, state legislation, local ordinance, or administrative regulation promulgated by any governmental entity within the territorial jurisdiction of the United States.

2. Comprehensive Enforcement Jurisdiction

This Treaty shall be subject to enforcement and interpretation through multiple specialized judicial and administrative forums:

a. Federal courts of the United States exercising jurisdiction under Title 28 of the United States Code, Section 1331 (federal question jurisdiction), Section 1362 (Indian tribe jurisdiction), and related provisions governing federal treaty interpretation and enforcement;

b. Tribal courts and traditional dispute resolution mechanisms established under recognized tribal constitutions, ordinances, and customary law, exercising concurrent jurisdiction over matters affecting tribal sovereignty and internal governance;

c. International tribunals, commissions, and dispute resolution bodies of competent jurisdiction, including those established under United Nations auspices or through bilateral and multilateral agreements, where issues of international law, human rights, or Indigenous peoples' rights are at stake.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

87

3. Rights Preservation and Non-Diminishment

In accordance with the fundamental principle that treaties with tribal nations are not grants of rights to tribes but reservations of rights by tribes, no provision of this Treaty shall be construed, interpreted, or applied in any manner that would diminish, impair, or extinguish existing rights, privileges, immunities, or benefits held by Tribal Nations, whether such rights arise from:

- a. Historic treaties, agreements, or compacts entered into between tribal nations and the United States or its colonial predecessors;
- b. Executive orders, proclamations, or administrative actions taken by federal authorities for the benefit of tribal nations;
- c. Acts of Congress, federal legislation, or statutory enactments recognizing, affirming, or protecting tribal rights and sovereignty;
- d. Inherent sovereignty predating the establishment of the United States and continuing to exist except as specifically limited by clear and unambiguous federal action taken in good faith and for the benefit of tribal nations.

9.

CONCLUSION

This comprehensive legal foundation establishes that the Master Treaty of Peace rests upon the strongest possible constitutional, statutory, judicial, and international legal authority. The convergence of domestic and international law creates an unassailable framework for treaty enforcement and implementation, ensuring that the obligations herein created

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

88

possess the full force and effect of supreme federal law while reflecting the highest standards of international justice and Indigenous rights protection. The detailed framework for purpose, scope, and binding authority ensures that this Treaty will serve as a living instrument of peace, cooperation, and mutual recognition that adapts to changing circumstances while preserving its essential protective and promotional purposes.

1. Federal Cannabis and Hemp Regulation Overview

A. Cannabis

Current Federal Status: Cannabis (marijuana) is still classified as a *Schedule I substance* under the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq. This means it remains federally illegal to manufacture, distribute, or possess marijuana, although several states have legalized it at the state level.

The Department of Justice (DOJ) has, however, issued guidance (e.g., the 2013 Cole Memorandum—later rescinded but often informally influential) allowing states and tribal nations discretion to regulate cannabis under strict frameworks if consistent with federal enforcement priorities.

B. Hemp (Federal distinction)

The 2018 Agriculture Improvement Act (Farm Bill) legalized hemp and hemp-derived products *if containing ≤0.3% THC by dry weight*.

Regulation was transferred from the DEA to the USDA, and states/tribes could submit regulatory plans for approval.

Hemp is thus a lawful agricultural commodity under federal law.

2. Tribal Sovereignty and Federal Cannabis Authority

Legal Basis:

Tribal sovereignty recognizes tribes as “*domestic dependent nations*,” with inherent authority over internal affairs, except when limited by:

Federal statutes of general applicability (e.g., CSA)

Explicit congressional acts

Treaties or court rulings.

Key Cases/Authorities:

Worcester v. Georgia (1832): Tribal nations are distinct political communities.

United States v. Mazurie, 419 U.S. 544 (1975): Tribes have authority to regulate certain controlled substances within their territory unless federally preempted.

Regulatory interaction:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

89

Federal cannabis prohibition still applies to tribal lands because the CSA is a statute of general applicability.

However, DOJ guidance (now under the Office of Tribal Justice) encourages U.S. Attorneys to respect tribal regulatory frameworks where clear, strict, and consistent with federal priorities.

The USDA Tribal Hemp Programs (authorized under 7 U.S.C. §1639p) explicitly allow tribal governments to regulate hemp production under federally approved plans.

3. Relevant Constitutional Articles and Provisions

A. Supremacy Clause (Article VI, Clause 2):

Federal law supersedes conflicting state or tribal law.

Therefore, CSA restrictions technically preempt any tribal (or state) legalization of cannabis.

However, Congress or administrative policy can *accommodate* tribal regulatory autonomy.

B. Commerce Clause (Article I, Section 8, Clause 3):

Gives Congress authority to regulate commercial transactions “with foreign Nations, and among the several States, and with the Indian Tribes.”

This clause grounds both:

The Controlled Substances Act (federal commerce in drugs)

USDA’s authority under the 2018 Farm Bill (interstate hemp commerce)

It also gives Congress discretion to carve regulatory exceptions specifically for tribal markets or intertribal trade.

C. Treaty Clause (Article II, Section 2, Clause 2):

Historically the source of federal-tribal relations through treaties (pre-1871).

Contemporary interpretation supports recognition of tribal sovereignty but within the plenary power of Congress.

D. 10th Amendment & Tribal Sovereignty (Non-Delegation Context):

While the 10th Amendment limits federal power over states, tribal sovereignty arises independently—it’s inherent, not delegated.

Congress may, by statute, expand tribal autonomy for controlled substances, as it did with hemp.

4. International Law Context

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

90

Under international conventions (notably:

1961 Single Convention on Narcotic Drugs, and
1971 Convention on Psychotropic Substances),

Marijuana remains scheduled, though signatories can allow certain limited medical or scientific use. The U.S. is obliged to control production and distribution but retains sovereign discretion in interpretation.

The Farm Bill's hemp provisions align with international thresholds ($\leq 0.3\%$ THC dry weight) and the UN's 2020 rescheduling of cannabis for medical use supports gradual harmonization.

5. Toward Constitutional Harmony & Tribal Recognition

To assert consistent legal authority, Congress could:

Amend the CSA to:

Deschedule or reschedule cannabis federally.

Incorporate a *Tribal Regulatory Exception* modeled on the 2018 Tribal Hemp Production Program.

Require tribal regulatory frameworks to meet public health, testing, and diversion prevention standards.

Recognize intergovernmental agreements between tribes and states for commerce.

Anchor the regulatory framework under:

Art. I §8 (Commerce Clause authority)

Art. VI (Supremacy, but with statutory accommodations)

Art. II §2 (honoring tribal sovereignty under federal trust responsibility).

6. Policy and Legal Path Recommendation

To harmonize Constitutional Articles, Federal Statutes, and International Standards, Congress or federal agencies could:

Use Commerce Clause power for a unified national cannabis market.

Preserve tribal sovereignty through treaty-based compacts or statutory carveouts under CSA §811.

Align THC and cannabinoid regulations to UN and World Health Organization standards.

Mandate federal recognition of tribal cannabis regulatory bodies, akin to USDA-recognized tribal hemp authorities.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

91

Would you like me to draft a constitutional and statutory framework proposal (with specific article and U.S. Code references) that outlines how such tribal cannabis regulation could be enacted federally and remain consistent with international law?

yes

Excellent — let's draft a Constitutional and Statutory Framework Proposal for a Federal Tribal Cannabis and Hemp Regulatory Compact that aligns:

with U.S. constitutional authority,
existing and proposed statutory structures (CSA, Farm Bill),
tribal sovereignty, and
international law standards.

I. PURPOSE

To establish a Federal-Tribal Cannabis and Hemp Compact ("FTC Compact") that:

Recognizes tribal sovereignty over cannabis and hemp regulation on tribal lands.
Harmonizes tribal regulatory frameworks with U.S. federal standards.
Ensures compliance with international narcotics treaty obligations.
Promotes equitable economic development, public health, and scientific oversight within Indian Country.

II. CONSTITUTIONAL AUTHORITY

A. Article I, Section 8 – Commerce Clause

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

92

“The Congress shall have Power... To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes.”

Application:

Provides Congress plenary power to legislate over commerce involving controlled substances and agricultural commodities (e.g., hemp).

Authorizes creation of a Tribal Cannabis and Hemp regulatory system integrated within interstate commerce schemes.

Empowers Congress to recognize tribal laws governing cultivation, sale, and export of cannabis-derived products.

B. Article II, Section 2 – Treaty Clause

“The President shall have Power, by and with the Advice and Consent of the Senate, to make Treaties...”

Application:

Historically, treaties were the vehicle for recognizing tribal rights and authority. A modern *compact framework* could act as a quasi-treaty authority, upholding the trust responsibility under federal law.

Federal-tribal compacts have legal precedent (e.g., Indian Gaming Regulatory Act, 25 U.S.C. §2701 et seq.).

C. Article VI – Supremacy Clause

“This Constitution, and the Laws of the United States... shall be the supreme Law of the Land...”

Application:

Ensures consistency with the Controlled Substances Act and international law. Allows Congress to expressly exempt or deschedule cannabis activities conducted under federally approved tribal compacts from CSA enforcement.

Prevents conflict preemption by codifying that tribal regulation, when approved, “shall have the force and effect of federal law within the lands of the respective Indian Tribe.”

D. Article I, Section 8, Clause 18 – Necessary and Proper Clause

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

93

Authorizes Congress to “make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers.”

Application:

Provides basis for delegation of cannabis/hemp regulatory authority to tribes and relevant federal agencies (e.g., DOJ, USDA, HHS).
Supports congressional authorization for administrative collaboration with tribal governments.

III. STATUTORY INTEGRATION

A. Controlled Substances Act (21 U.S.C. §801 et seq.)

Proposed Amendments:

New Section 823(k) – *“Tribal Cannabis Regulatory Programs”*

Allows tribes to apply for federal approval of controlled cannabis production, distribution, and medical research programs.

Activities under such programs are exempt from CSA penalties upon approval.

New Section 811(f) – *“Rescheduling on a Tribal Basis”*

Authorizes the Attorney General, with the Secretary of HHS and tribal regulatory authority, to jointly reschedule cannabis for medicinal and cultural applications within Indian Country.

B. Agricultural Improvement Act of 2018 (7 U.S.C. §1639p)

Expansion:

Extend Hemp Production Plans to Cannabis Production Compacts, using the same federal approval model.

Set national baseline testing, THC limits, quality and environmental standards, and data-sharing provisions.

Integrate Tribal Cannabis Certification Systems into the USDA oversight network.

C. Indian Self-Determination and Education Assistance Act (25 U.S.C. §5301 et seq.)

Extend self-determination contracts to include the administration of cannabis and hemp regulatory functions.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

94

Allow tribes to manage—via compact—their health, agricultural, and economic development programs funded through cannabis revenues.

D. Indian Gaming Regulatory Model as Precedent

The IGRA Framework provides a legally durable model:
Federal recognition of tribal regulatory sovereignty.
Compact-based cooperation with states and the federal government.
Independent tribal commissions with federal oversight coordination.

IV. INTERNATIONAL LAW ALIGNMENT

A. UN Convention Compliance

The U.S. remains a party to:

Single Convention on Narcotic Drugs (1961)
Convention on Psychotropic Substances (1971)

Proposed conformity measures:

Limit tribal cannabis production to:
Medical, scientific, industrial hemp, or ceremonial use.
Controlled domestic channels with secure tracking systems.
Require federal reporting through the DEA's diversion control system.
Align THC-content regulation with WHO and UN criteria.

V. ADMINISTRATIVE STRUCTURE

A. Federal-Tribal Cannabis Commission (FTCC)

Composed of representatives from:
Tribal Nations (2/3 majority representation)
DOJ, USDA, HHS, and Department of the Interior (1/3)

Functions:

Approve, monitor, and audit tribal cannabis regulatory plans.
Coordinate federal enforcement discretion.
Liaise with international regulatory bodies.

B. Tribal Cannabis Regulatory Agencies

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

95

Each tribal government forms an independent Cannabis Control Commission, empowered to:

- License cultivation, manufacturing, and retail operations.
- Enforce safety, labeling, and distribution standards.
- Collect and remit federal compact compliance data.
- Action Required

VI. LEGAL SAFEGUARDS

Non-Preemption Clause

“No tribal law enacted pursuant to an approved compact shall be preempted by conflicting provisions of the Controlled Substances Act within Indian Country.”

Equitable Access Clause

Federal grants shall be made available to tribes for:

- Crop testing labs, medical research, and training.
- Substance abuse prevention and community health programs.

Compact Supremacy Clause

Approved tribal compacts shall carry the full force of federal law and supersede conflicting state or local statutes within the tribe’s jurisdiction.

VII. IMPLEMENTATION ROADMAP

Phase I: Congressional Act establishing FTC Compact framework.

Phase II: Joint rulemaking by DOJ, USDA, and Interior.

Phase III: Tribal Plan Submissions and Conditional Approvals.

Phase IV: Federal-Tribal Cooperative Enforcement Implementation.

Phase V: International Law Certification and Reporting Integration.

VIII. SUMMARY STATEMENT

This proposed framework:

Anchors tribal cannabis and hemp authority within explicit constitutional articles.

Integrates existing statutes (CSA, Farm Bill, Self-Determination Act).

Harmonizes federal sovereignty, tribal self-determination, and international obligations.

Establishes a modern cooperative federalism model under Commerce and Supremacy Clause powers while honoring the trust responsibility to tribal nations.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

96

Would you like me to draft this into formal legislative language (bill form), with section numbering and appropriate “Congress finds and declares” language, so it could be used as a model for a real statute?

yes

Perfect — below is a full Federal-Tribal Cannabis and Hemp Regulation Act – Model Legislative Proposal drafted in formal congressional bill language.

This draft integrates constitutional grounding, statute amendments, and international compatibility, while explicitly protecting tribal sovereignty.

Federal-Tribal Cannabis and Hemp Regulation Act of 2025

(Model Legislative Draft)

SECTION 1. SHORT TITLE.

This Act may be cited as the “Federal-Tribal Cannabis and Hemp Regulation Act of 2025.”

SECTION 2. CONGRESSIONAL FINDINGS AND DECLARATIONS.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

97

The Congress finds and declares that—

Under Article I, section 8, clause 3 of the Constitution, Congress has the power to regulate Commerce with foreign Nations, among the several States, and with the Indian Tribes.

Under Article VI of the Constitution, federal law shall be the supreme law of the land, and Congress may establish frameworks that harmonize tribal self-determination with federal regulatory policy.

Under Article I, section 8, clause 18 (the Necessary and Proper Clause), Congress may enact all laws necessary to carry into execution its powers over interstate and tribal commerce.

Tribes are recognized as distinct, self-governing political communities, possessing inherent sovereignty over their lands and internal affairs, subject only to limitations imposed by Congress.

The Controlled Substances Act (21 U.S.C. §801 et seq.) does not adequately account for tribal sovereignty, resulting in regulatory uncertainty and economic disparity for Indian Country.

The Agricultural Improvement Act of 2018 (7 U.S.C. §1639p) authorizes tribal regulation of hemp, setting a legal precedent for a cooperative framework for cannabis regulation.

International narcotics conventions to which the United States is a party permit lawful cultivation, distribution, and research involving cannabis for medical and scientific purposes, under strict supervision.

Coordinated federal and tribal systems of regulation will enhance public health, economic development, and adherence to international law.

SECTION 3. PURPOSES.

The purposes of this Act are—

To recognize and uphold the inherent sovereignty of federally recognized tribes to regulate cannabis and hemp activities within their jurisdictions;

To harmonize tribal regulatory frameworks with federal and international standards;

To deschedule or exempt cannabis activities conducted under federally approved tribal compacts from federal criminal penalties;

To create mechanisms for intergovernmental collaboration, enforcement coordination, and mutual recognition of regulatory standards.

SECTION 4. DEFINITIONS.

For the purposes of this Act:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

98

“Cannabis” means all parts of the plant *Cannabis sativa L.*, whether growing or not, with a delta-9 tetrahydrocannabinol (THC) concentration greater than 0.3 percent by dry weight.

“Hemp” means the plant *Cannabis sativa L.* and any part of that plant, with a THC concentration of not more than 0.3 percent by dry weight.

“Tribal Cannabis Compact” means a written agreement between a federally recognized Indian Tribe and the United States that governs the regulation of cannabis cultivation, manufacturing, distribution, and use within tribal lands.

“Commission” refers to the Federal-Tribal Cannabis Commission (FTCC) established under this Act.

“Indian Country” has the meaning given in 18 U.S.C. §1151.

SECTION 5. AUTHORITY OF INDIAN TRIBES OVER CANNABIS AND HEMP.

(a) Recognition of Tribal Regulatory Power.— Congress recognizes that Indian tribes possess inherent authority to regulate the cultivation, processing, distribution, and sale of cannabis and hemp within their respective territories, consistent with the terms of a federally approved compact.

(b) Federal Approval.— A tribal government may adopt and submit a Tribal Cannabis Compact to the Federal-Tribal Cannabis Commission for review and approval.

(c) Effect of Approval.— Upon approval, a Tribal Cannabis Compact shall have the full force and effect of federal law within the jurisdiction of the respective tribe and shall preempt inconsistent provisions of state or local law within Indian Country.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

99

SECTION 6. ESTABLISHMENT OF THE FEDERAL-TRIBAL CANNABIS COMMISSION.

(a) Creation.— There is established a body known as the Federal-Tribal Cannabis Commission (FTCC).

(b) Composition.— The Commission shall be composed of:

Four representatives appointed by Tribes (chosen through the National Congress of American Indians or another designated body);

One representative each from:

The Department of Justice,
The Department of Agriculture,
The Department of Health and Human Services,
The Department of the Interior.

(c) Functions.— The Commission shall:

Approve or disapprove tribal compacts based on federal criteria;
Monitor compliance with international treaty obligations;
Coordinate enforcement and laboratory standards;
Facilitate research and data-sharing on public health and safety;
Submit annual reports to Congress.

SECTION 7. COMPACT APPROVAL CRITERIA.

A compact shall be approved if it provides for:

Regulatory oversight by a tribal cannabis authority;
Controls to prevent diversion outside Indian Country;
Product quality, testing, and labeling standards consistent with federal guidance;
Public health, agricultural, and youth protection measures;
Data-sharing provisions with the FTCC and federal agencies.

SECTION 8. CONTROLLED SUBSTANCES ACT AMENDMENTS.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

100

(a) Amendment to 21 U.S.C. §811 — Authority to Deschedule Cannabis for Tribal Programs.

Insert after subsection (e):

“(f) Notwithstanding any other provision of law, cannabis activities conducted pursuant to an approved Tribal Cannabis Compact, as defined in the Federal-Tribal Cannabis and Hemp Regulation Act, shall not be subject to the prohibitions or penalties of this title.”

(b) Amendment to 21 U.S.C. §823 — Registration Requirements.

Insert new subsection (k):

“(k) Tribal Cannabis Regulatory Programs.—The Attorney General shall, in consultation with the Federal-Tribal Cannabis Commission, establish procedures for the registration of tribal programs approved under compact, for purposes of ensuring compliance and coordination with federal and international law.”

SECTION 9. RELATION TO OTHER LAWS.

(a) Non-Preemption.— Nothing in this Act shall preclude State-Tribal cooperative agreements concerning interjurisdictional cannabis commerce.

(b) Conflict of Laws.— A provision of state or local law that conflicts with an approved Tribal Cannabis Compact shall have no force or effect within the jurisdiction of the tribe.

(c) Savings Clause.— Nothing in this Act shall limit tribal rights recognized under treaties, court decisions, or other Acts of Congress.

SECTION 10. INTERNATIONAL LAW COMPLIANCE.

(a) The Secretary of State, in coordination with the FTCC, shall ensure that all activities permitted under this Act are consistent with U.S. obligations under the:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

101

Single Convention on Narcotic Drugs (1961), and
Convention on Psychotropic Substances (1971).

(b) Cannabis grown, processed, or prescribed for medical or scientific purposes under an approved compact shall be deemed compliant with international controls for those purposes.

SECTION 11. FUNDING AND SELF-DETERMINATION.

(a) Funds derived from cannabis or hemp operations under approved compacts may be used by the tribal government for:

Health, education, and substance-abuse prevention programs;
Agricultural development and environmental protection;
Law enforcement and regulatory activities.

(b) Tribes may contract under the Indian Self-Determination and Education Assistance Act (25 U.S.C. §5301 et seq.) to administer programs authorized under this Act.

SECTION 12. REGULATIONS.

Within 18 months of enactment, the FTCC shall promulgate regulations establishing:

Procedures for compact submission and approval;
Baseline laboratory and consumer safety standards;
Recordkeeping and seed-to-sale tracking requirements;
Enforcement coordination provisions.

SECTION 13. EFFECTIVE DATE.

This Act shall take effect 180 days after enactment, except that regulations and interim guidelines may be issued immediately upon enactment.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

102

SECTION 14. SEVERABILITY.

If any provision of this Act or the application thereof is held invalid, the remainder and its application to other persons or circumstances shall not be affected.

Summary:
This bill formally:

- Grounds tribal cannabis regulation in explicit constitutional authority.
 - Amends the CSA to legalize tribal cannabis operations under approved federal regulation.
 - Establishes a Federal-Tribal Cannabis Commission.
 - Aligns with both domestic law and international conventions.
 - Mirrors successful precedents like tribal gaming compacts and hemp regulation.
-

Would you like me to produce a supporting legal memorandum (for committee or congressional staff) explaining how this Act satisfies constitutional scrutiny and treaty compliance?

apply supreme court law federal case

Excellent — let's now apply relevant U.S. Supreme Court precedent to the proposed Federal-Tribal Cannabis and Hemp Regulation Act so that it is constitutionally fortified and aligned with established federal-tribal law doctrine.

Below is an integrated constitutional and case law analysis that connects your proposed legislation to controlling and persuasive Supreme Court rulings.

Federal-Tribal Cannabis Regulation: Supreme Court Law Application

I. CONSTITUTIONAL BASE: CONGRESSIONAL PLENARY POWER AND TRIBAL SOVEREIGNTY

1. Worcester v. Georgia, 31 U.S. (6 Pet.) 515 (1832)

Rule: Tribes are “*distinct political communities, having territorial boundaries, within which their authority is exclusive.*”

Application:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

103

This Act affirms the *Worcester* doctrine by recognizing that tribal governments have regulatory sovereignty over internal cannabis/hemp activities on tribal lands. Congress, under its plenary authority, may acknowledge and formalize that sovereignty in federal law, as the Act does in Section 5.

2. **United States v. Kagama, 118 U.S. 375 (1886)**

Rule: Congress has *plenary power* over Indian affairs arising from the Constitution and the federal trust responsibility.

Application:

This Act is a valid exercise of that plenary power because it legislates in the field of Indian affairs — specifically, the regulation of trade and commerce “*with the Indian Tribes*” (Article I, Section 8, Clause 3).

The Act harmonizes, not diminishes, sovereignty — consistent with *Kagama*’s recognition that congressional intervention may “protect” tribal interests and welfare.

3. **United States v. Mazurie, 419 U.S. 544 (1975)**

Rule: Congress may permit tribes to exercise regulatory powers over alcohol or controlled substances on their land, even when federal law generally restricts them.

Application:

Mazurie is directly analogous: it upheld the delegation of federal authority to tribal governments to regulate liquor distribution because tribes are “a separate people, with the power of regulating their internal and social relations.”

The Act applies the same principle to cannabis and hemp: a general federal prohibition (Controlled Substances Act) is modified to recognize tribal self-regulation under compact — a permissible conditional delegation.

II. FEDERALISM AND STATE INTERACTION

4. **California v. Cabazon Band of Mission Indians, 480 U.S. 202 (1987)**

Rule: States cannot enforce their regulatory (non-criminal) laws on Indian lands if tribal activities are federally authorized.

Application:

The *Cabazon* decision created the template for the Indian Gaming Regulatory Act (IGRA) — a statute that mirrors the same cooperative compact framework proposed in this cannabis act.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

104

Under this precedent, once tribal cannabis operations are federally authorized under a compact, state laws inconsistent with those compacts are preempted (see Section 9 of the Act).

5. *New Mexico v. Mescalero Apache Tribe*, 462 U.S. 324 (1983)

Rule: Where tribal regulation is comprehensive and federal policy supports tribal authority, state regulation is preempted.

Application:

Tribal cannabis operations governed by FTC Compacts will be “comprehensive regulatory schemes” under federal supervision, invoking *Mescalero Apache* preemption.

III. FEDERAL LAW PREEMPTION AND THE CSA

6. *Gonzales v. Raich*, 545 U.S. 1 (2005)

Rule: Congress may prohibit local marijuana cultivation even when permitted by state law because it falls within Congress’s Commerce Clause power.

Application:

Raich confirms Congress has authority to regulate even intrastate cannabis activities — but it also affirms Congress’s discretion to *exempt* certain cannabis-related conduct from the CSA.

The proposed statute exercises that same discretion, carving out lawful federal exemptions for activities otherwise within the CSA's reach, specifically for federally approved tribal programs.

Therefore, the Act is squarely within the *Raich* logic, because Congress—not the states—is making the exemption determination.

7. *Morton v. Mancari*, 417 U.S. 535 (1974)

Rule: Federal classifications based on Indian tribal membership are political, not racial, and thus subject to rational basis review.

Application:

This is critical for equal protection challenges: the tribal cannabis framework withstands scrutiny because it classifies based on political sovereignty (federally recognized tribes), not race.

The Act serves the federal trust obligation and promotes economic self-determination — legitimate governmental purposes under *Mancari*.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

IV. INHERENT SOVEREIGNTY AND PLENARY CONGRESSIONAL DELEGATION

8. *United States v. Lara*, 541 U.S. 193 (2004)

Rule: Congress may relax restrictions on tribal sovereignty imposed by earlier federal policy decisions; this exercise falls within congressional plenary power.

Application:

Lara supports this Act by affirming that Congress can expand tribal powers — here, to regulate cannabis and hemp commerce — without violating the Constitution.

It confirms that expanding tribal jurisdiction (even over previously federally prohibited matters) is constitutionally authorized.

9. *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130 (1982)

Rule: Tribes retain inherent power to govern economic activities on their lands, including taxation and commerce.

Application:

The Act reinforces this inherent tribal power—not as a delegation but as recognition—and integrates it within federal oversight.

This supports allowing tribal cannabis licensing, taxation, and economic benefit structures consistent with sovereign tribal authority.

V. ADMINISTRATIVE AND EXECUTIVE PRECEDENTS

10. *Federal Power Commission v. Tuscarora Indian Nation*, 362 U.S. 99 (1960)

Rule: Federal statutes of general applicability apply to tribes unless Congress clearly indicates otherwise.

Application:

The Controlled Substances Act (CSA) is a law of general applicability — but this Act explicitly modifies its application as per *Tuscarora*: Congress is using its

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

authority to specify that the CSA *does not apply* to activities conducted under approved tribal compacts.

VI. INTERNATIONAL LAW AND CONSTITUTIONAL COMPATIBILITY

The Act remains consistent with the Supremacy Clause (Article VI) and Treaty Clause (Article II) because:

Congress formally integrates international obligations (UN Drug Conventions) into federal regulatory oversight (Section 10).

This follows *Missouri v. Holland*, 252 U.S. 416 (1920), which upheld the supremacy of federal legislation implementing international treaties — demonstrating that federal oversight in this field is constitutionally valid.

CONCLUSION: COMPLIANCE WITH SUPREME COURT PRECEDENT

Legal Concept	Controlling Case	How the Act Complies
Tribal sovereignty over internal affairs	<i>Worcester v. Georgia</i>	Recognizes tribal self-regulation of cannabis/hemp.
Congressional plenary power	<i>Kagama, Lara</i>	Law enacted under Congress's authority over Indian affairs.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

107

Delegation to tribal authority	<i>Mazurie</i>	Compact-based authorization mirrors upheld delegation principle.
Federal preemption of states	<i>Cabazon, Mescalero Apache</i>	Federal compact authority preempts conflicting Tribal Nations.
Equal protection justification	<i>Mancari</i>	Political, not racial, classification; rational basis satisfied.
Federal commerce power	<i>Raich</i>	Congress can regulate — or exempt — cannabis under its Commerce Clause power.

Summary

Under this analysis, the proposed Federal–Tribal Cannabis and Hemp Regulation Act:

- Is constitutional under the Commerce, Necessary and Proper, and Indian Commerce Clauses;
- Is consistent with federal preemption doctrine;
- Honors tribal sovereignty and the federal trust responsibility;
- Aligns with both domestic constitutional law and international treaty duties;
- And would withstand judicial review under prevailing Supreme Court precedent.

Excellent — below is a Formal Legal Memorandum and Testimony-Style Document that could be submitted to Congress or a federal policy committee supporting the *Federal–Tribal Cannabis and Hemp Regulation Act of 2025*.

It integrates constitutional reasoning, statutory justification, and Supreme Court precedent in a format styled for congressional hearing or legal advocacy.

LEGAL MEMORANDUM

To: United States Senate Committee on Indian Affairs
From: [Head Chief: Chief Geronimo Thomas Langenderfer], Policy and Legal Advisor
Date: [January 24, 2025]

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

108

Re: Constitutional and Supreme Court Basis for the Federal–Tribal Cannabis and Hemp Regulation Act of 2025

I. EXECUTIVE SUMMARY

This memorandum provides constitutional and case law justification for the proposed Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (“the Act”).

The legislation is grounded in:

The Commerce Clause, Supremacy Clause, and Plenary Power Doctrine;
U.S. Supreme Court authority affirming tribal sovereignty and congressional delegation in *Worcester v. Georgia*, *United States v. Mazurie*, *Cabazon Band of Mission Indians*, and others; and
Congress’s constitutional ability to reconcile federal drug control with tribal self-administration under international law.

The Act will withstand constitutional scrutiny and achieve legally defensible integration of tribal sovereignty, federal regulatory oversight, and international compliance.

II. CONSTITUTIONAL BASIS

A. Commerce Clause (Article I, §8, cl. 3)

Congress’s Commerce Clause power extends to “regulating Commerce with foreign Nations, and among the several States, and with the Indian Tribes.”

This clause gives Congress direct legislative authority over trade, agriculture, and substances traversing tribal or interstate borders.

Application:

The Act operates within Congress’s power to regulate “Commerce with the Indian Tribes.”

As in *Gonzales v. Raich* (2005), the cultivation and distribution of cannabis directly affect interstate markets and thus fall within Congress’s jurisdiction. Congress’s decision to exempt federally approved tribal operations is equally a valid exercise of that same commerce power.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

109

B. Supremacy Clause (Article VI)

Federal law is “the supreme Law of the Land.”

This Act explicitly establishes that an *approved Tribal Cannabis Compact* will preempt any contrary state or local law within an affected tribal jurisdiction.

Precedent:

California v. Cabazon Band of Mission Indians, 480 U.S. 202 (1987): when tribes operate under federal authorization, state law cannot interfere.

New Mexico v. Mescalero Apache Tribe, 462 U.S. 324 (1983): federal approval of tribal regulation preempts conflicting state control.

Application:

Compacts sanctioned by the Federal–Tribal Cannabis Commission will have preemptive effect within tribal land.

C. Plenary Power and Trust Responsibility

Congress’s plenary power in Indian affairs is long established.

Precedent:

United States v. Kagama, 118 U.S. 375 (1886): recognized congressional plenary authority over Indian matters as a consequence of federal guardianship.

United States v. Lara, 541 U.S. 193 (2004): confirmed Congress may *expand* tribal powers consistent with its constitutional prerogatives.

Application:

The Act exercises, not delegates, congressional plenary power—affirming tribal sovereignty within a constitutional federal structure.

It updates the trust responsibility to include economic self-determination in newly legalized agricultural and medicinal industries.

D. Necessary and Proper Clause (Article I, §8, cl. 18)

Authorizes Congress to pass all laws necessary to carry out its enumerated powers.

Application:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

The Act implements administrative authority through the Federal–Tribal Cannabis Commission (FTCC) to manage compact approval and federal compliance. This structure mirrors *Mazurie* (419 U.S. 544, 1975), in which the Court upheld federal delegation to tribes to regulate alcohol distribution due to the government-to-government relationship.

III. ALIGNMENT WITH SUPREME COURT PRECEDENT

Case	Legal Rule	How the Act Aligns
<i>Worcester v. Georgia</i> (1832)	Tribes are distinct, sovereign entities; their territory is beyond state control.	Recognizes tribal sovereignty over cannabis and hemp regulation.
<i>United States v. Mazurie</i> (1975)	Congress may delegate regulatory power to tribes; this is permissible and constitutional.	Compact system is a lawful federal delegation consistent with <i>Mazurie</i> .
<i>Cabazon Band v. California</i> (1987)	Federal authorization preempts state interference with tribal enterprise.	Act’s federal approval mechanism preempts conflicting state laws.
<i>Gonzales v. Raich</i> (2005)	Congress can regulate (or exempt) marijuana under its commerce power.	Explicit congressional exemption for approved tribal programs is valid.
<i>Morton v. Mancari</i> (1974)	Tribal classifications are political, not racial.	The Act withstands Equal Protection scrutiny as political recognition under federal trust.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

<i>Lara</i> (2004)	Congress can expand tribal jurisdiction.	Congressional expansion of regulatory authority within Indian Country follows Lara.
<i>Mescalero Apache Tribe</i> (1983)	Federal policy supporting tribal regulation preempts state regulation.	Supports exclusive tribal authority where federal compact exists.

IV. ENSURING TREATY AND INTERNATIONAL LAW CONSISTENCY

The Act incorporates compliance language ensuring activities align with the 1961 Single Convention on Narcotic Drugs and 1971 Convention on Psychotropic Substances.

This approach satisfies *Missouri v. Holland*, 252 U.S. 416 (1920), which upheld congressional authority to legislate to fulfill international treaty duties.

By limiting tribal cannabis activities to medical, scientific, and internally controlled markets, the Act ensures the United States remains consistent with its treaty obligations.

V. ADMINISTRATIVE AND POLICY PARALLELS

Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §2701 et seq.

IGRA was Congress’s response to *Cabazon*, creating a lawful compact system between tribes, the states, and the federal government.

This Act follows an identical model:

Federal-tribal compacts.

A supervisory commission.

State cooperation optional but permissible.

Agricultural Improvement Act of 2018 (Farm Bill)

Provides existing authority and infrastructure for tribal regulation of hemp.

The Act extends this model to cannabis using the same cooperative structure under USDA and DOJ oversight.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

VI. ANTICIPATED CONSTITUTIONAL CHALLENGES

Claim	Response under Law
Equal Protection (racial classification)	Rejected under <i>Mancari</i> ; tribes are political entities.
Tenth Amendment (state sovereignty)	The Act regulates tribal—not state—territory; preemption consistent with <i>Cabazon</i> .
Commerce Clause challenge	Affirmed by <i>Raich</i> ; Congress can regulate and exempt cannabis through its commerce power.
Delegation Doctrine	Permitted under <i>Mazurie</i> ; tribes are sovereign governments, not private bodies.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

113

VII. CONCLUSION

The Federal Tribal Cannabis and Hemp Regulation Act is constitutionally sound under controlling Supreme Court precedent.

It:

- Validly exercises Congress's Indian Commerce and Necessary and Proper powers.
- Recognizes tribal sovereignty consistent with *Worcester* and *Lara*.
- Harmonizes federal, tribal, and international policy responsibilities.
- Mirrors tested cooperative frameworks like IGRA and the 2018 Farm Bill.

Accordingly, the proposed Act should be considered both constitutional and essential to modernizing U.S. cannabis governance in a manner that honors treaty obligations and the government-to-government relationship with Tribal Nations.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

114

01. TRIBAL NATIONS COUNCIL RESOLUTION NO.A13180-0003

A Resolution of the Council of the Sovereign Tribal Nations of the United States of America

Affirming the Decision of the Supreme Court in
State of Columbia et al. v. United States of America et al.
and Implementing Cooperative Governance Under the Federal–Tribal Cannabis and
Hemp Regulation Act of 2025

PREAMBLE

WHEREAS, the Constitutions and traditional laws of the Tribal Nations declare that authority and obligation flow from Creator-given sovereignty and from the right of each people to govern their internal affairs; and

WHEREAS, the Constitution of the United States of America, adopted in 1789, expressly recognizes the Indian Tribes as political communities distinct from states, authorizing Congress to regulate commerce “with the Indian Tribes”; and

WHEREAS, treaties between the Tribal Nations and the United States of America form a sacred trust and binding legal covenant, guaranteeing mutual respect, protection, and continued self-government; and

WHEREAS, the Supreme Court of the United States of America on June 20, 2025, issued judgment in *State of Columbia et al. v. United States of America et al.*, upholding the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (“FTC Act”) as a valid and constitutional exercise of congressional and tribal authority; and

WHEREAS, this decision recognizes that cooperative compacts between the United States of America and the Tribal Nations advance public health, environmental stewardship, cultural integrity, and economic self-reliance without diminishing the sovereignty of either government; and

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

115

WHEREAS, the assembled Chiefs, Chairpersons, and Elders of the Tribal Nations convened in Grand Council have authority under intertribal custom and resolution protocols to speak collectively on matters of national import;

THEREFORE, BE IT RESOLVED by the Agency Tribal Nations Council that:

Acknowledgment of Judgment.

The Council formally acknowledges and embraces the decision of the Supreme Court of the United States of America, affirming that the FTC Act is consistent with the Constitution and with the natural sovereignty of the Tribal Nations.

Affirmation of Sovereignty.

Each Tribal Nation retains inherent sovereignty over its lands and peoples. Federal recognition through compact does not grant sovereignty but affirms sovereignty already possessed.

Adoption of Cooperative Framework.

The Council authorizes Tribal Governments to negotiate and implement Cannabis and Hemp Compacts with the Federal–Tribal Cannabis Commission (FTCC), provided each compact:

Ensures health and safety standards consistent with tribal tradition and science;

Guarantees transparent environmental and agricultural practices; and

Protects intertribal, interstate, and international responsibilities.

Commitment to Public Health and Welfare.

The Council commits to directing compact revenues toward community health services, addiction prevention, education, and environmental restoration within Tribal territories.

Mutual Recognition Clause.

The Council declares that the constitutional government of the United States of America and the collective Tribal Nations operate as co-sovereigns joined by covenant, not hierarchy. All cooperative compacts shall reflect this equality.

Reporting and Oversight.

The Council shall establish an Inter-Tribal Oversight Consortium to coordinate with the Federal–Tribal Cannabis Commission, ensuring cultural accountability, policy consistency, and adherence to both traditional and federal law.

Future Consultation.

The Tribal Nations Council calls upon Congress and the Executive of the United States of America to maintain nation-to-nation consultation in all matters concerning agriculture, medicine, and natural resources, recognizing the living sovereignty of tribes as governments within the constitutional Union.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

116

BE IT FINALLY RESOLVED that this Resolution, once adopted by consensus of the Council and signed by the presiding Chief Justice of the Tribal Nations and the Speaker of the Council, shall be transmitted to:

The President and Congress of the United States of America;

The Federal–Tribal Cannabis Commission;

The National Congress of American Indians; and

Each recognized Tribal Government for implementation and record.

CERTIFICATION

Adopted this 22 day of June, 2025, at the Great Council Chamber, under the joint authority of the Tribal Nations Council and recognized by the constitutional government of the United States of America.

Signed,

Chief Justice of the Tribal Nations Council

Speaker of the Tribal Nations Council

Attested:

Clerk of the Council, Seal affixed.

formal Inter-Governmental Compact Text — the model agreement that an individual tribal nation could sign with the United States of America under this Act (containing articles, signatures, and enforcement clauses)?

with Agency Tribal Nations with tribal nations

Excellent — Here is a full Model Inter-Governmental Compact written between the Government of the United States of America and its partner Agency of the Tribal Nations, representing individual sovereign tribal governments that choose to participate in the cooperative program created by the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (FTC Act).

It follows the structure used in actual intergovernmental and U.S.–tribal compacts:

Recitals (“whereas” clauses)

Article-by-Article contractual provisions

Signatures representing both federal and tribal sovereignty

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

117

**MODEL INTER-GOVERNMENTAL COMPACT

Between the United States of America and the Agency of the Tribal Nations**

PREAMBLE

This Compact is made and entered into by and between the United States of America, acting through the duly authorized Federal–Tribal Cannabis Commission (FTCC) pursuant to the Federal–Tribal Cannabis and Hemp Regulation Act of 2025, and the Agency of the Tribal Nations, acting on behalf of the sovereign Tribal Government(s) choosing to participate under the authority of their own constitutions and traditional law.

RECITALS

WHEREAS, the Constitution of the United States of America, Article I, Section 8, confers upon Congress the power “to regulate Commerce... with the Indian Tribes”; and

WHEREAS, each Tribal Nation retains inherent sovereignty and the right to self-government, recognized by treaties and by decisions of the Supreme Court, including *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832); and

WHEREAS, the FTC Act of 2025 authorizes voluntary compacts between tribal and federal governments to regulate cannabis and hemp cultivation, processing, and trade for medical, research, and industrial purposes; and

WHEREAS, the Agency of the Tribal Nations is empowered by resolution of the Tribal Nations Council No. 2025-1 to negotiate and administer such compacts on behalf of member tribes; and

WHEREAS, both parties desire to promote health, safety, environmental stewardship, and economic opportunity consistent with their respective sovereign rights and with international treaty obligations;

NOW, THEREFORE, the Government of the United States of America and the Agency of the Tribal Nations agree as follows:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

118

ARTICLE I — PURPOSE AND SCOPE

This Compact establishes a cooperative framework for:

- a. Regulating the cultivation, processing, manufacture, and sale of cannabis and hemp within tribal lands;
- b. Ensuring products meet national health, safety, and anti-diversion standards;
- c. Allowing inter-tribal and interstate commerce pursuant to approved FTCC procedures;
- d. Supporting community health, research, and education initiatives.

Participation by any Tribal Nation is voluntary and does not waive any sovereign immunity except as expressly stated herein.

ARTICLE II — AUTHORITY AND GOVERNANCE

The United States of America, through the FTCC, provides federal recognition, coordination, and data-sharing for participating Tribal Programs.

The Agency of the Tribal Nations acts as liaison to member governments and ensures equitable implementation across tribes.

Each participating Tribal Nation retains the right to establish internal Cannabis and Hemp Regulatory Commissions empowered to issue local licenses, collect fees, and enforce law under its jurisdiction.

ARTICLE III — HEALTH, SAFETY, AND ENVIRONMENTAL STANDARDS

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

119

Products cultivated or manufactured under this Compact shall:

Contain no more than the federally approved delta-9 THC threshold for hemp or the regulated medical-cannabis dosage for programs so authorized;

Be tested in laboratories certified by tribal, federal, or inter-tribal accreditation systems;

Comply with environmental protection measures developed cooperatively by the FTCC and the Agency of the Tribal Nations.

The parties will coordinate recalls, enforcement actions, and educational outreach as necessary.

ARTICLE IV — ECONOMIC AND REVENUE PROVISIONS

Each Tribal Nation may levy and collect taxes or fees on cannabis and hemp sales within its territory.

The Agency of the Tribal Nations shall maintain an Inter-Tribal Economic Fund to support research, health programs, and agricultural innovation.

No federal excise or income tax shall apply to intra-tribal revenue unless otherwise agreed by Congress and the Tribal Nations Council.

ARTICLE V — ENFORCEMENT AND JURISDICTION

Primary jurisdiction over compact activities rests with the Tribal Courts of participating nations.

Federal jurisdiction under the FTC Act and related health and safety laws applies where cross-border or interstate violations occur.

The FTCC and Agency of the Tribal Nations shall establish joint enforcement task forces respecting civil and criminal law boundaries.

ARTICLE VI — DATA SHARING, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

The parties agree to share statistical and regulatory data for oversight and treaty-reporting purposes only.

Confidential business information and personal data are protected under tribal and federal privacy laws.

The FTCC shall provide technical assistance and training programs for tribal regulators and laboratories.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

120

ARTICLE VII — INTERNATIONAL COMPLIANCE

Both parties reaffirm adherence to applicable international agreements, including the Single Convention on Narcotic Drugs (1961) and the Convention on Psychotropic Substances (1971), ensuring that production and research remain within permitted medical and scientific exceptions.

ARTICLE VIII — DISPUTE RESOLUTION

Disputes arising under this Compact shall first be addressed through consultation between the FTCC and the Agency of the Tribal Nations.

Unresolved matters may be submitted to an Inter-Governmental Mediation Panel, composed equally of federal and tribal representatives.

If mediation fails, the matter may proceed to the U.S.—

Tribal Inter-Sovereign Court of Appeals established under the FTC Act.

ARTICLE IX — EFFECTIVE DATE, AMENDMENT, AND TERMINATI ON

This Compact becomes effective upon execution by both parties and remains in force for ten (10) years unless revised or withdrawn.

Either party may amend specific articles by mutual written consent.

Either party may withdraw upon twelve (12) months' written notice, provided ongoing obligations to employees, licensees, and contractors are resolved in good faith.

ARTICLE X — SOVEREIGNTY CLAUSE

Nothing in this Compact shall be construed to:

Diminish the inherent sovereignty of any Tribal Nation;

Confer jurisdiction not explicitly granted by law; or

Alter the constitutional structure of the United States of America as a government of limited, enumerated powers.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

121

IN WITNESS WHEREOF, the duly authorized representatives of the parties have hereunto set their hands:

For the Government of the United States of America
(Constitutional Federal Authority)

Head Chief , Federal–Tribal Cannabis Commission
Date: _____

For the Agency of the Tribal Nations
(Inter-Tribal Authority under the Tribal Nations Council Resolution No. 2025-1)

Chief Geronimo Thomas Langenderfer
Director General Agency of the Tribal Nations
Date: _____

Attested by



Chief Justice of the Tribal Nations Council

Witnessed by: GSA U.S Tribal Federal Contractor and Awardee of the Interior

Representative of the President of the United States of America

SEAL

(Unified Seal of the United States of America and Tribal Nations Compact for Cooperative Governance)

A supplemental implementation guide next — a policy blueprint showing how individual tribal governments and the FTC Commission would roll out licensing, enforcement, and inter-jurisdictional trade under this Compact?

Excellent — here is the Supplemental Implementation Guide and Policy Blueprint for rolling out the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 and the Inter-Governmental Compact you just approved.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

122

It's written in the form of a practical governance plan that could be adopted jointly by the Federal–Tribal Cannabis Commission (FTCC) and the Agency of the Tribal Nations, outlining administrative structure, licensing, enforcement, and coordination processes.

IMPLEMENTATION GUIDE AND POLICY BLUEPRINT

For Cooperative Administration of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025

Issued Jointly by the Federal–Tribal Cannabis Commission (FTCC) and the Agency of the Tribal Nations (ATN)

I. INTRODUCTION AND PURPOSE

This Guide translates the principles of the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (FTCC Act) and the Inter-Governmental Compact into operational policies and timelines. Its purpose is to enable Tribal Nations and the Government of the United States of America to establish a coordinated system for the safe, equitable, and lawful development of tribal cannabis and hemp industries.

The plan preserves tribal sovereignty, ensures federal compliance, and honors the Supreme Court's 2025 decision affirming the Act's constitutionality.

II. GOVERNANCE STRUCTURE

A. Federal–Tribal Cannabis Commission (FTCC)

Primary federal coordinating agency.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

123

Composition: 2 federal members (DOJ and USDA), 3 tribal members selected through the Tribal Nations Council.

Functions:

- Approve and audit Tribal Cannabis and Hemp Plans;
- Maintain federal compliance records;
- Liaise with DEA, FDA, and international bodies.

B. Agency of the Tribal Nations (ATN)

Central inter-tribal coordination body.

Composition: Executive Director, regional coordinators, and representatives from participating tribes.

Functions:

- Provide regulatory support and model codes;
- Offer laboratory accreditation and training;
- Serve as policy conduit between local tribal agencies and FTCC.

C. Local Tribal Regulatory Authorities (TCRAs)

Individual tribal commissions.

Responsible for on-the-ground licensing, inspection, and enforcement. Operate under their tribal constitutions and ordinances consistent with compact guidelines.

III. PHASED IMPLEMENTATION SCHEDULE

Phase	Timeframe	Primary Actions	Lead Entities
Phase 1 — Framework	Months 1–6	Adopt tribal ordinances; establish TCRAs; sign compacts.	ATN & TCRAs

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

Phase 2 — Capacity Building	Months 6–18	Training for inspectors, lab technicians, compliance officers.	ATN & FTCC
Phase 3 — Pilot Programs	Year 2	Launch limited cannabis/hemp operations under strict federal audit.	TCRAs & FTCC
Phase 4 — Expansion & Research	Years 3–5	Authorize additional cultivation, cross-tribal trade, R&D ventures.	ATN & Tribal Colleges
Phase 5 — Full Integration	Year 5 → onward	Establish ongoing agricultural, health, and economic initiatives.	All Agencies

IV. LICENSING SYSTEM

License Categories

- Producer License: cultivation of cannabis/hemp plants.
- Processor License: extraction or product manufacture.
- Retail/Dispensary License: consumer sales (medical or wellness).
- Transport Permit: inter-tribal or inter-jurisdictional shipment.

Tribal Application Procedure

- Application submitted to TCRA.
- On-site environmental and safety review.
- Recommendation forwarded to ATN Registry.
- Final approval by FTCC within 90 days.

Background Verification

- All applicants subject to both tribal and federal compliance screening.

Renewal and Audit

- Licenses renewed annually after demonstrated compliance with lab testing, taxation, and community reinvestment standards.

V. HEALTH, SAFETY, AND SCIENTIFIC STANDARDS

- ATN Lab Accreditation Program sets THC testing and quality control standards.
- Packaging & labeling must meet bilingual (tribal & English) public-health requirements.
- Cross-referencing with FDA food-safety standards for infused products.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

125

Coordination with tribal health departments to track medical and scientific outcomes.

VI. ECONOMIC DEVELOPMENT & REVENUE MANAGEMENT

Community Revenue Allocation Formula:

- 40 % Public Health & Education Fund
- 25 % Infrastructure & Environmental Programs
- 25 % Economic Diversification Fund
- 10 % Regulatory Administration

Inter-Tribal Economic Fund (ITEF):

Managed jointly by ATN Treasury Office and FTCC Accountant General. Finances start-ups, agricultural modernization, and women/youth entrepreneurship initiatives.

Access to Credit and Banking:

ATN and FTCC to engage with Treasury and community-development financial institutions (CDFIs) to facilitate lawful banking channels.

VII. ENFORCEMENT & INTER-AGENCY COOPERATION

Tribal Law Enforcement: Primary jurisdiction inside tribal lands.

FTCC Compliance Division: Monitors interstate activity, audits production data.

Joint Enforcement Task Forces:

- One per region (Pacific, Great Plains, Rocky Mountain, Eastern).
- Include federal, tribal, and where consented, state representatives.

Graduated Sanctions Matrix

Minor violation – Warning & Technical Support

Moderate – Civil Penalty & Corrective Plan

Major – License Suspension or Termination by mutual FTCC/ATN decision

VIII. DATA SYSTEMS & TECHNOLOGY

National Tribal Track System (NTTS): Blockchain-linked digital seed-to-sale monitoring platform accessible to both tribal and federal regulators.

Health Information Exchange: Secure portal connecting tribal clinics, universities, and HHS research divisions.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

126

Transparency Dashboard: Annual production and revenue data published jointly by ATN and FTCC.

IX. EDUCATION & OUTREACH

Tribal University Partnerships: Create certification programs in cannabis horticulture, chemistry, and business management.

Public Outreach Campaign: Increase youth awareness, emphasize safe use and environmental responsibility.

Cultural Protection Grants: Encourage traditional agricultural knowledge in seed preservation.

X. REPORTING & EVALUATION

Quarterly Reports: From TCRAAs → ATN → FTCC summarizing permits, compliance audits, revenues.

Annual Joint Review: FTCC and ATN issue a public “State of the Tribal Cannabis and Hemp Industry” report to the U.S. Congress and Tribal Nations Council.

Five-Year Impact Assessment: Independent academics to evaluate economic, social, and health outcomes relative to program objectives.

XI. INTER-SOVEREIGN DIALOGUE PROTOCOL

Consultation Forum: Biannual summit of federal, tribal, and state representatives for policy coordination.

Change Management Process: Amendments to compact provisions proposed through this forum proceed to respective legislatures or councils for ratification.

XII. CONTINUITY & SOVEREIGNTY ASSURANCE

This guide affirms that all implementing actions derive from the constitutional government of the United States of America and the coequal sovereign governments of the Tribal Nations.

Nothing herein shall be construed to diminish self-governing authority or the sacred cultural obligations of the Nations to their lands and peoples.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

JOINT SIGNATURE CERTIFICATION

For the Federal–Tribal Cannabis Commission (FTCC):

Head Chief: Chief Geronimo Thomas Langenderfer Date _____

For the Agency of the Tribal Nations (ATN):

Director General [Name] Date _____

Acknowledged and Endorsed by:
Chief Justice of the Tribal Nations Council

President of the United States of America

(Seals affixed of both sovereignties)

Would you like me next to create a sample Tribal Implementation Ordinance — the legislation that a single tribal nation would pass within its own council to activate participation under this guide (including citation style, enforcement provisions, and cultural safeguards)?

Sample Tribal Implementation Ordinance written so that any sovereign tribal nation could adopt it within its own legislative council to activate participation in the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 framework established through the Inter-Governmental Compact.

It is formatted in the traditional structure of tribal legislation, using formal language consistent with both Indigenous governance and modern statutory drafting.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

128

TRIBAL ORDINANCE NO.A13180-A01

An Ordinance of the [Mendocino Indian Reservation] Nation

Implementing the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 and the Inter-Governmental Compact Between the United States of America and the Agency of the Tribal Nations

PREAMBLE

WHEREAS, the [Mendocino Indian Reservation] Nation is a self-governing people possessing inherent sovereignty recognized by the Constitution and laws of the United States of America; and

WHEREAS, the Congress of the United States of America enacted the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (FTC Act), authorizing cooperative regulation of cannabis and hemp through voluntary compacts with sovereign tribal governments; and

WHEREAS, the Tribal Nations Council, through Resolution No. 2025-1, and the Agency of the Tribal Nations (ATN) affirmed the right of each tribe to enter such compacts in partnership with the Federal–Tribal Cannabis Commission (FTCC); and

WHEREAS, the Supreme Court of the United States of America, together with the Tribal Nations' Chief Justice, upheld the FTC Act as constitutional and consistent with the sovereignty of both governments; and

WHEREAS, the [Mendocino Indian Reservation] Nation seeks to exercise its right of self-determination by regulating cannabis and hemp within its territory to promote community health, sustainable agriculture, and responsible economic development;

NOW THEREFORE, be it ordained by the Tribal Council of the [Mendocino Indian Reservation] Nation as follows:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

129

SECTION 1 — SHORT TITLE

This ordinance shall be known and cited as the [**Mendocino Indian Reservation**] Cannabis and Hemp Regulation Ordinance of 2025.

SECTION 2 — DECLARATION OF POLICY AND AUTHORITY

The Tribal Council declares its intent to participate under the FTC Act and the Inter-Governmental Compact with the United States of America. Authority for this ordinance arises from the Tribe's inherent sovereign powers, its Constitution, and Article I § 8 clause 3 of the U.S. Constitution recognizing commerce "with the Indian Tribes."

SECTION 3 — ESTABLISHMENT OF THE TRIBAL CANNABIS AND HEMP REGULATORY COMMISSION (TCHRC)

Creation: There is hereby created a Tribal Cannabis and Hemp Regulatory Commission composed of five members appointed by the Tribal Council for staggered 3-year terms.

Powers and Duties:

- To draft and enforce regulations governing cultivation, processing, and sale of cannabis and hemp;
- To issue licenses and collect fees;
- To coordinate with the ATN and FTCC;
- To ensure compliance with all health and environmental standards;
- To report annually to the Tribal Council and community.

Oath: Members shall swear to uphold the laws and traditions of the [**Name of Tribe**] Nation and to honor the federal compact entered on its behalf.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

SECTION 4 — LICENSING CATEGORIES AND FEES

The TCHRC shall issue licenses in the following categories, benchmarks drawn from the federal-tribal implementation guide:

Category	Purpose	Term	Base Fee
Producer	Cultivate cannabis or hemp	1 year	\$_____
Processor	Manufacture or extract	1 year	\$_____
Retail/Dispensary	Sell to consumers or patients	1 year	\$_____
Transport	Move products between permitted zones	6 months	\$_____

All fees collected shall be deposited in the Tribal Health and Economic Development Fund established under Section 8.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

131

SECTION 5 — HEALTH AND SAFETY STANDARDS

All operations shall comply with laboratory testing protocols approved by the ATN Lab Accreditation Program and the FTCC.

Packaging and labels must include bilingual (Tribal language and English) warnings.

Products marketed as medical require certification from the Tribal Health Clinic and recording in the NTTS database.

SECTION 6 — ENVIRONMENTAL AND CULTURAL PROTECTION

Cultivation shall use sustainable methods that preserve soil, water, and sacred sites.

The Tribal Environmental Department

may suspend operations threatening the ecosystem or traditional resources.

At least 5 percent of net revenue must support Cultural Preservation Programs (traditional seed projects, language revitalization, and cultural education).

SECTION 7 — ENFORCEMENT AND PENALTIES

The TCHRC

enforcement division may inspect any licensed facility with reasonable notice.

Violations are subject to graduated sanctions—

warning, fine, suspension, or revocation—

consistent with federal-tribal guidelines.

Appeals shall lie with the Tribal Court, whose decision may be subject to inter-sovereign review before the US—

Tribal Inter-Sovereign Court of Appeals if federal issues are involved.

SECTION 8 — REVENUE ALLOCATION

All revenues from this ordinance shall be dedicated to:

40 % Public Health & Education Programs

25 % Environmental Protection and Infrastructure

25 % Economic Diversification Fund

10 % Regulatory Administration of the TCHRC

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

SECTION 9 — AGREEMENT TO COMPACT

The [Name of Tribe] Nation hereby authorizes its Principal Chief (or Chairperson) to execute the Inter-Governmental Compact Between the United States of America and the Agency of the Tribal Nations. Said execution constitutes formal participation in the FTC Act program and acknowledgment of mutual sovereign respect under the Supreme Court decision of June 20, 2025.

SECTION 10 — RELATION TO OTHER LAWS

This ordinance shall supersede any prior inconsistent provisions of tribal law regarding cannabis or hemp. Nothing herein shall be interpreted to alter:

- The Tribal Criminal Code on controlled substances not covered by this ordinance; or
- Any treaty rights or federally protected benefits of the Tribe.

SECTION 11 — SOVEREIGN IMMUNITY

Except as expressly waived for dispute resolution under the Compact, the [Name of Tribe] Nation retains its sovereign immunity from suit in any forum.

SECTION 12 — EFFECTIVE DATE

This ordinance shall take effect ninety (90) days after adoption and upon approval of the Compact by the FTCC and ATN.

CERTIFICATION

Adopted by the Tribal Council of the [**Mendocino Indian Reservation**] Nation on the ___ day of _____, 2025, by a vote of ___ for, ___ against, and ___ abstaining.

Principal Chief / Head Chief

Speaker of the Tribal Council

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

133

Attested by:
Tribal Secretary – Seal Affixed

Acknowledged by:
Chief Justice of the Tribal Nations Council & Chair, Federal–Tribal Cannabis

Commission

Purpose Statement

This ordinance expresses the sovereign will of the [**Mendocino Indian Reservation**] Nation to work in equal partnership with the constitutional government of the United States of America while retaining full authority to protect its land, culture, and citizens under the principles affirmed by the Supreme Court in 2025.

ChatGPT 5

assert federal cannabis regulation for tribal nations and statues
apply constitution Articles to match the statues of Federal Cannabis and Hemp standards of international law

That's a complex and very important question touching U.S. constitutional law, federal regulatory frameworks, tribal sovereignty, and international law alignment regarding cannabis and hemp.

Let's unpack this carefully and systematically:



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

134

1. Federal Cannabis and Hemp Regulation Overview

A. Cannabis

Current Federal Status: Cannabis (marijuana) is still classified as a *Schedule I substance* under the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq. This means it remains federally illegal to manufacture, distribute, or possess marijuana, although several states have legalized it at the state level.

The Department of Justice (DOJ) has, however, issued guidance (e.g., the 2013 Cole Memorandum—later rescinded but often informally influential) allowing states and tribal nations discretion to regulate cannabis under strict frameworks if consistent with federal enforcement priorities.

B. Hemp (Federal distinction)

The 2018 Agriculture Improvement Act (Farm Bill) legalized hemp and hemp-derived products *if containing $\leq 0.3\%$ THC by dry weight*.

Regulation was transferred from the DEA to the USDA, and states/tribes could submit regulatory plans for approval.

Hemp is thus a lawful agricultural commodity under federal law.

2. Tribal Sovereignty and Federal Cannabis Authority

Legal Basis:

Tribal sovereignty recognizes tribes as “*domestic dependent nations*,” with inherent authority over internal affairs, except when limited by:

- Federal statutes of general applicability (e.g., CSA)
- Explicit congressional acts
- Treaties or court rulings.

Key Cases/Authorities:

Worcester v. Georgia (1832): Tribal nations are distinct political communities.

United States v. Mazurie, 419 U.S. 544 (1975): Tribes have authority to regulate certain controlled substances within their territory unless federally preempted.

Regulatory interaction:

Federal cannabis prohibition still applies to tribal lands because the CSA is a statute of general applicability.

However, DOJ guidance (now under the Office of Tribal Justice) encourages U.S. Attorneys to respect tribal regulatory frameworks where clear, strict, and consistent with federal priorities.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

135

The USDA Tribal Hemp Programs (authorized under 7 U.S.C. §1639p) explicitly allow tribal governments to regulate hemp production under federally approved plans.

3. Relevant Constitutional Articles and Provisions

A. Supremacy Clause (Article VI, Clause 2):

Federal law supersedes conflicting state or tribal law.
Therefore, CSA restrictions technically preempt any tribal (or state) legalization of cannabis.
However, Congress or administrative policy can *accommodate* tribal regulatory autonomy.

B. Commerce Clause (Article I, Section 8, Clause 3):

Gives Congress authority to regulate commercial transactions “with foreign Nations, and among the several States, and with the Indian Tribes.”
This clause grounds both:
 The Controlled Substances Act (federal commerce in drugs)
 USDA’s authority under the 2018 Farm Bill (interstate hemp commerce)
It also gives Congress discretion to carve regulatory exceptions specifically for tribal markets or intertribal trade.

C. Treaty Clause (Article II, Section 2, Clause 2):

Historically the source of federal-tribal relations through treaties (pre-1871).
Contemporary interpretation supports recognition of tribal sovereignty but within the plenary power of Congress.

D. 10th Amendment & Tribal Sovereignty (Non-Delegation Context):

While the 10th Amendment limits federal power over states, tribal sovereignty arises independently—it’s inherent, not delegated.
Congress may, by statute, expand tribal autonomy for controlled substances, as it did with hemp.

4. International Law Context

Under international conventions (notably:

1961 Single Convention on Narcotic Drugs, and
1971 Convention on Psychotropic Substances),

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

136

Marijuana remains scheduled, though signatories can allow certain limited medical or scientific use. The U.S. is obliged to control production and distribution but retains sovereign discretion in interpretation.

The Farm Bill's hemp provisions align with international thresholds ($\leq 0.3\%$ THC dry weight) and the UN's 2020 rescheduling of cannabis for medical use supports gradual harmonization.

5. Toward Constitutional Harmony & Tribal Recognition

To assert consistent legal authority, Congress could:

Amend the CSA to:

Deschedule or reschedule cannabis federally.

Incorporate a *Tribal Regulatory Exception* modeled on the 2018 Tribal Hemp Production Program.

Require tribal regulatory frameworks to meet public health, testing, and diversion prevention standards.

Recognize intergovernmental agreements between tribes and states for commerce.

Anchor the regulatory framework under:

Art. I §8 (Commerce Clause authority)

Art. VI (Supremacy, but with statutory accommodations)

Art. II §2 (honoring tribal sovereignty under federal trust responsibility).

6. Policy and Legal Path Recommendation

To harmonize Constitutional Articles, Federal Statutes, and International Standards, Congress or federal agencies could:

Use Commerce Clause power for a unified national cannabis market.

Preserve tribal sovereignty through treaty-based compacts or statutory carveouts under CSA §811.

Align THC and cannabinoid regulations to UN and World Health Organization standards.

Mandate federal recognition of tribal cannabis regulatory bodies, akin to USDA-recognized tribal hemp authorities.

Would you like me to draft a constitutional and statutory framework proposal (with specific article and U.S. Code references) that outlines how such tribal cannabis regulation could be enacted federally and remain consistent with international law?

yes

Excellent — let's draft a Constitutional and Statutory Framework Proposal for a Federal Tribal Cannabis and Hemp Regulatory Compact that aligns:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

137

with U.S. constitutional authority,
existing and proposed statutory structures (CSA, Farm Bill),
tribal sovereignty, and
international law standards.

I. PURPOSE

To establish a Federal-Tribal Cannabis and Hemp Compact ("FTC Compact") that:

Recognizes tribal sovereignty over cannabis and hemp regulation on tribal lands.
Harmonizes tribal regulatory frameworks with U.S. federal standards.
Ensures compliance with international narcotics treaty obligations.
Promotes equitable economic development, public health, and scientific oversight within Indian Country.

II. CONSTITUTIONAL AUTHORITY

A. Article I, Section 8 – Commerce Clause

“The Congress shall have Power... To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes.”

Application:

Provides Congress plenary power to legislate over commerce involving controlled substances and agricultural commodities (e.g., hemp).
Authorizes creation of a Tribal Cannabis and Hemp regulatory system integrated within interstate commerce schemes.
Empowers Congress to recognize tribal laws governing cultivation, sale, and export of cannabis-derived products.

B. Article II, Section 2 – Treaty Clause

“The President shall have Power, by and with the Advice and Consent of the Senate, to make Treaties...”

Application:

Historically, treaties were the vehicle for recognizing tribal rights and authority. A modern *compact framework* could act as a quasi-treaty authority, upholding the trust responsibility under federal law.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

138

Federal-tribal compacts have legal precedent (e.g., Indian Gaming Regulatory Act, 25 U.S.C. §2701 et seq.).

C. Article VI – Supremacy Clause

“This Constitution, and the Laws of the United States... shall be the supreme Law of the Land...”

Application:

Ensures consistency with the Controlled Substances Act and international law.
Allows Congress to expressly exempt or deschedule cannabis activities conducted under federally approved tribal compacts from CSA enforcement.
Prevents conflict preemption by codifying that tribal regulation, when approved, “shall have the force and effect of federal law within the lands of the respective Indian Tribe.”

D. Article I, Section 8, Clause 18 – Necessary and Proper Clause

Authorizes Congress to “make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers.”

Application:

Provides basis for delegation of cannabis/hemp regulatory authority to tribes and relevant federal agencies (e.g., DOJ, USDA, HHS).
Supports congressional authorization for administrative collaboration with tribal governments.

III. STATUTORY INTEGRATION

A. Controlled Substances Act (21 U.S.C. §801 et seq.)

Proposed Amendments:

New Section 823(k) – *“Tribal Cannabis Regulatory Programs”*
Allows tribes to apply for federal approval of controlled cannabis production, distribution, and medical research programs.
Activities under such programs are exempt from CSA penalties upon approval.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

139

New Section 811(f) – “*Rescheduling on a Tribal Basis*”

Authorizes the Attorney General, with the Secretary of HHS and tribal regulatory authority, to jointly reschedule cannabis for medicinal and cultural applications within Indian Country.

B. Agricultural Improvement Act of 2018 (7 U.S.C. §1639p)

Expansion:

Extend Hemp Production Plans to Cannabis Production Compacts, using the same federal approval model.

Set national baseline testing, THC limits, quality and environmental standards, and data-sharing provisions.

Integrate Tribal Cannabis Certification Systems into the USDA oversight network.

C. Indian Self-Determination and Education Assistance Act (25 U.S.C. §5301 et seq.)

Extend self-determination contracts to include the administration of cannabis and hemp regulatory functions.

Allow tribes to manage—via compact—their health, agricultural, and economic development programs funded through cannabis revenues.

D. Indian Gaming Regulatory Model as Precedent

The IGRA Framework provides a legally durable model:

Federal recognition of tribal regulatory sovereignty.

Compact-based cooperation with states and the federal government.

Independent tribal commissions with federal oversight coordination.

IV. INTERNATIONAL LAW ALIGNMENT

A. UN Convention Compliance

The U.S. remains a party to:

Single Convention on Narcotic Drugs (1961)

Convention on Psychotropic Substances (1971)

Proposed conformity measures:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

140

Limit tribal cannabis production to:
 Medical, scientific, industrial hemp, or ceremonial use.
 Controlled domestic channels with secure tracking systems.
Require federal reporting through the DEA's diversion control system.
Align THC-content regulation with WHO and UN criteria.

V. ADMINISTRATIVE STRUCTURE

A. Federal-Tribal Cannabis Commission (FTCC)

Composed of representatives from:
 Tribal Nations (2/3 majority representation)
 DOJ, USDA, HHS, and Department of the Interior (1/3)
Functions:
 Approve, monitor, and audit tribal cannabis regulatory plans.
 Coordinate federal enforcement discretion.
 Liaise with international regulatory bodies.

B. Tribal Cannabis Regulatory Agencies

Each tribal government forms an independent Cannabis Control Commission, empowered to:
 License cultivation, manufacturing, and retail operations.
 Enforce safety, labeling, and distribution standards.
 Collect and remit federal compact compliance data.

VI. LEGAL SAFEGUARDS

Non-Preemption Clause
 “No tribal law enacted pursuant to an approved compact shall be preempted by conflicting provisions of the Controlled Substances Act within Indian Country.”
Equitable Access Clause
 Federal grants shall be made available to tribes for:
 Crop testing labs, medical research, and training.
 Substance abuse prevention and community health programs.
Compact Supremacy Clause
 Approved tribal compacts shall carry the full force of federal law and supersede conflicting state or local statutes within the tribe's jurisdiction.

VII. IMPLEMENTATION ROADMAP

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

141

Phase I: Congressional Act establishing FTC Compact framework.
Phase II: Joint rulemaking by DOJ, USDA, and Interior.
Phase III: Tribal Plan Submissions and Conditional Approvals.
Phase IV: Federal-Tribal Cooperative Enforcement Implementation.
Phase V: International Law Certification and Reporting Integration.

VIII. SUMMARY STATEMENT

This proposed framework:

Anchors tribal cannabis and hemp authority within explicit constitutional articles.
Integrates existing statutes (CSA, Farm Bill, Self-Determination Act).
Harmonizes federal sovereignty, tribal self-determination, and international obligations.
Establishes a modern cooperative federalism model under Commerce and Supremacy Clause powers while honoring the trust responsibility to tribal nations.

below is a full Federal-Tribal Cannabis and Hemp Regulation Act – Model Legislative Proposal drafted in formal congressional bill language.

This draft integrates constitutional grounding, statute amendments, and international compatibility, while explicitly protecting tribal sovereignty.

Federal-Tribal Cannabis and Hemp Regulation Act of 2025

(Model Legislative Draft)

SECTION 1. SHORT TITLE.

This Act may be cited as the “Federal-Tribal Cannabis and Hemp Regulation Act of 2025.”

SECTION 2. CONGRESSIONAL FINDINGS AND DECLARATIONS.

The Congress finds and declares that—

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

142

Under Article I, section 8, clause 3 of the Constitution, Congress has the power to regulate Commerce with foreign Nations, among the several States, and with the Indian Tribes.

Under Article VI of the Constitution, federal law shall be the supreme law of the land, and Congress may establish frameworks that harmonize tribal self-determination with federal regulatory policy.

Under Article I, section 8, clause 18 (the Necessary and Proper Clause), Congress may enact all laws necessary to carry into execution its powers over interstate and tribal commerce.

Tribes are recognized as distinct, self-governing political communities, possessing inherent sovereignty over their lands and internal affairs, subject only to limitations imposed by Congress.

The Controlled Substances Act (21 U.S.C. §801 et seq.) does not adequately account for tribal sovereignty, resulting in regulatory uncertainty and economic disparity for Indian Country.

The Agricultural Improvement Act of 2018 (7 U.S.C. §1639p) authorizes tribal regulation of hemp, setting a legal precedent for a cooperative framework for cannabis regulation.

International narcotics conventions to which the United States is a party permit lawful cultivation, distribution, and research involving cannabis for medical and scientific purposes, under strict supervision.

Coordinated federal and tribal systems of regulation will enhance public health, economic development, and adherence to international law.

SECTION 3. PURPOSES.

The purposes of this Act are—

To recognize and uphold the inherent sovereignty of federally recognized tribes to regulate cannabis and hemp activities within their jurisdictions;

To harmonize tribal regulatory frameworks with federal and international standards;

To deschedule or exempt cannabis activities conducted under federally approved tribal compacts from federal criminal penalties;

To create mechanisms for intergovernmental collaboration, enforcement coordination, and mutual recognition of regulatory standards.

SECTION 4. DEFINITIONS.

For the purposes of this Act:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

143

“Cannabis” means all parts of the plant *Cannabis sativa L.*, whether growing or not, with a delta-9 tetrahydrocannabinol (THC) concentration greater than 0.3 percent by dry weight.

“Hemp” means the plant *Cannabis sativa L.* and any part of that plant, with a THC concentration of not more than 0.3 percent by dry weight.

“Tribal Cannabis Compact” means a written agreement between a federally recognized Indian Tribe and the United States that governs the regulation of cannabis cultivation, manufacturing, distribution, and use within tribal lands.

“Commission” refers to the Federal-Tribal Cannabis Commission (FTCC) established under this Act.

“Indian Country” has the meaning given in 18 U.S.C. §1151.

SECTION 5. AUTHORITY OF INDIAN TRIBES OVER CANNABIS AND HEMP.

(a) Recognition of Tribal Regulatory Power.— Congress recognizes that Indian tribes possess inherent authority to regulate the cultivation, processing, distribution, and sale of cannabis and hemp within their respective territories, consistent with the terms of a federally approved compact.

(b) Federal Approval.— A tribal government may adopt and submit a Tribal Cannabis Compact to the Federal-Tribal Cannabis Commission for review and approval.

(c) Effect of Approval.— Upon approval, a Tribal Cannabis Compact shall have the full force and effect of federal law within the jurisdiction of the respective tribe and shall preempt inconsistent provisions of state or local law within Indian Country.

SECTION 6. ESTABLISHMENT OF THE FEDERAL-TRIBAL CANNABIS COMMISSION.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

144

(a) Creation.— There is established a body known as the Federal-Tribal Cannabis Commission (FTCC).

(b) Composition.— The Commission shall be composed of:

Four representatives appointed by Tribes (chosen through the National Congress of American Indians or another designated body);

One representative each from:

The Department of Justice,

The Department of Agriculture,

The Department of Health and Human Services,

The Department of the Interior.

(c) Functions.— The Commission shall:

Approve or disapprove tribal compacts based on federal criteria;

Monitor compliance with international treaty obligations;

Coordinate enforcement and laboratory standards;

Facilitate research and data-sharing on public health and safety; Submit annual reports to Congress.

SECTION 7. COMPACT APPROVAL CRITERIA.

A compact shall be approved if it provides for:

Regulatory oversight by a tribal cannabis authority;
Controls to prevent diversion outside Indian Country;
Product quality, testing, and labeling standards consistent with federal guidance;
Public health, agricultural, and youth protection measures;
Data-sharing provisions with the FTCC and federal agencies.

SECTION 8. CONTROLLED SUBSTANCES ACT AMENDMENTS.

(a) Amendment to 21 U.S.C. §811 — Authority to Deschedule Cannabis for Tribal Programs.

Insert after subsection (e):

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

145

“(f) Notwithstanding any other provision of law, cannabis activities conducted pursuant to an approved Tribal Cannabis Compact, as defined in the Federal-Tribal Cannabis and Hemp Regulation Act, shall not be subject to the prohibitions or penalties of this title.”

(b) Amendment to 21 U.S.C. §823 — Registration Requirements.

Insert new subsection (k):

“(k) Tribal Cannabis Regulatory Programs.—The Attorney General shall, in consultation with the Federal-Tribal Cannabis Commission, establish procedures for the registration of tribal programs approved under compact, for purposes of ensuring compliance and coordination with federal and international law.”

SECTION 9. RELATION TO OTHER LAWS.

(a) Non-Preemption.— Nothing in this Act shall preclude State-Tribal cooperative agreements concerning interjurisdictional cannabis commerce.

(b) Conflict of Laws.— A provision of state or local law that conflicts with an approved Tribal Cannabis Compact shall have no force or effect within the jurisdiction of the tribe.

(c) Savings Clause.— Nothing in this Act shall limit tribal rights recognized under treaties, court decisions, or other Acts of Congress.

SECTION 10. INTERNATIONAL LAW COMPLIANCE.

(a) The Secretary of State, in coordination with the FTCC, shall ensure that all activities permitted under this Act are consistent with U.S. obligations under the:

Single Convention on Narcotic Drugs (1961), and
Convention on Psychotropic Substances (1971).

(b) Cannabis grown, processed, or prescribed for medical or scientific purposes under an approved compact shall be deemed compliant with international controls for those purposes.

SECTION 11. FUNDING AND SELF-DETERMINATION.

(a) Funds derived from cannabis or hemp operations under approved compacts may be used by the tribal government for:

Health, education, and substance-abuse prevention programs;
Agricultural development and environmental protection;
Law enforcement and regulatory activities.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

146

(b) Tribes may contract under the Indian Self-Determination and Education Assistance Act (25 U.S.C. §5301 et seq.) to administer programs authorized under this Act.

SECTION 12. REGULATIONS.

Within 18 months of enactment, the FTCC shall promulgate regulations establishing:

- Procedures for compact submission and approval;
- Baseline laboratory and consumer safety standards;
- Recordkeeping and seed-to-sale tracking requirements;
- Enforcement coordination provisions.

SECTION 13. EFFECTIVE DATE.

This Act shall take effect 180 days after enactment, except that regulations and interim guidelines may be issued immediately upon enactment.

SECTION 14. SEVERABILITY.

If any provision of this Act or the application thereof is held invalid, the remainder and its application to other persons or circumstances shall not be affected.

Summary:
This bill formally:

- Grounds tribal cannabis regulation in explicit constitutional authority.
- Amends the CSA to legalize tribal cannabis operations under approved federal regulation.
- Establishes a Federal-Tribal Cannabis Commission.
- Aligns with both domestic law and international conventions.
- Mirrors successful precedents like tribal gaming compacts and hemp regulation.

Would you like me to produce a supporting legal memorandum (for committee or congressional staff) explaining how this Act satisfies constitutional scrutiny and treaty compliance?

apply supreme court law federal case

Excellent — let's now apply relevant U.S. Supreme Court precedent to the proposed Federal-Tribal Cannabis and Hemp Regulation Act so that it is constitutionally fortified and aligned with established federal-tribal law doctrine.

Below is an integrated constitutional and case law analysis that connects your proposed legislation to controlling and persuasive Supreme Court rulings.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

147

Federal–Tribal Cannabis Regulation: Supreme Court Law Application

I. CONSTITUTIONAL BASE: CONGRESSIONAL PLENARY POWER AND TRIBAL SOVEREIGNTY

1. *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832)

Rule: Tribes are “*distinct political communities, having territorial boundaries, within which their authority is exclusive.*”

Application:

This Act affirms the *Worcester* doctrine by recognizing that tribal governments have regulatory sovereignty over internal cannabis/hemp activities on tribal lands. Congress, under its plenary authority, may acknowledge and formalize that sovereignty in federal law, as the Act does in Section 5.

2. *United States v. Kagama*, 118 U.S. 375 (1886)

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

148

Rule: Congress has *plenary power* over Indian affairs arising from the Constitution and the federal trust responsibility.

Application:

This Act is a valid exercise of that plenary power because it legislates in the field of Indian affairs — specifically, the regulation of trade and commerce “*with the Indian Tribes*” (Article I, Section 8, Clause 3).

The Act harmonizes, not diminishes, sovereignty — consistent with Kagama’s recognition that congressional intervention may “protect” tribal interests and welfare.

3. United States v. Mazurie, 419 U.S. 544 (1975)

Rule: Congress may permit tribes to exercise regulatory powers over alcohol or controlled substances on their land, even when federal law generally restricts them.

Application:

Mazurie is directly analogous: it upheld the delegation of federal authority to tribal governments to regulate liquor distribution because tribes are “a separate people, with the power of regulating their internal and social relations.”

The Act applies the same principle to cannabis and hemp: a general federal prohibition (Controlled Substances Act) is modified to recognize tribal self-regulation under compact — a permissible conditional delegation.

II. FEDERALISM AND STATE INTERACTION

4. California v. Cabazon Band of Mission Indians, 480 U.S. 202 (1987)

Rule: States cannot enforce their regulatory (non-criminal) laws on Indian lands if tribal activities are federally authorized.

Application:

The Cabazon decision created the template for the Indian Gaming Regulatory Act (IGRA) — a statute that mirrors the same cooperative compact framework proposed in this cannabis act.

Under this precedent, once tribal cannabis operations are federally authorized under a compact, state laws inconsistent with those compacts are preempted (see Section 9 of the Act).

5. New Mexico v. Mescalero Apache Tribe, 462 U.S. 324 (1983)

Rule: Where tribal regulation is comprehensive and federal policy supports tribal authority, state regulation is preempted.

Application:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

149

Tribal cannabis operations governed by FTC Compacts will be “comprehensive regulatory schemes” under federal supervision, invoking Mescalero Apache preemption.

III. FEDERAL LAW PREEMPTION AND THE CSA

6. *Gonzales v. Raich*, 545 U.S. 1 (2005)

Rule: Congress may prohibit local marijuana cultivation even when permitted by state law because it falls within Congress’s Commerce Clause power.

Application:

Raich confirms Congress has authority to regulate even intrastate cannabis activities — but it also affirms Congress’s discretion to *exempt* certain cannabis-related conduct from the CSA.

The proposed statute exercises that same discretion, carving out lawful federal exemptions for activities otherwise within the CSA’s reach, specifically for federally approved tribal programs.

Therefore, the Act is squarely within the *Raich* logic, because Congress—not the states—is making the exemption determination.

7. *Morton v. Mancari*, 417 U.S. 535 (1974)

Rule: Federal classifications based on Indian tribal membership are political, not racial, and thus subject to rational basis review.

Application:

This is critical for equal protection challenges: the tribal cannabis framework withstands scrutiny because it classifies based on political sovereignty (federally recognized tribes), not race.

The Act serves the federal trust obligation and promotes economic self-determination — legitimate governmental purposes under *Mancari*.

IV. INHERENT SOVEREIGNTY AND PLENARY CONGRESSIONAL DELEGATION

8. *United States v. Lara*, 541 U.S. 193 (2004)

Rule: Congress may relax restrictions on tribal sovereignty imposed by earlier federal policy decisions; this exercise falls within congressional plenary power.

Application:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

150

Lara supports this Act by affirming that Congress can expand tribal powers — here, to regulate cannabis and hemp commerce — without violating the Constitution.

It confirms that expanding tribal jurisdiction (even over previously federally prohibited matters) is constitutionally authorized.

9. *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130 (1982)

Rule: Tribes retain inherent power to govern economic activities on their lands, including taxation and commerce.

Application:

The Act reinforces this inherent tribal power—not as a delegation but as recognition—and integrates it within federal oversight.

This supports allowing tribal cannabis licensing, taxation, and economic benefit structures consistent with sovereign tribal authority.

V. ADMINISTRATIVE AND EXECUTIVE PRECEDENTS

10. *Federal Power Commission v. Tuscarora Indian Nation*, 362 U.S. 99 (1960)

Rule: Federal statutes of general applicability apply to tribes unless Congress clearly indicates otherwise.

Application:

The Controlled Substances Act (CSA) is a law of general applicability — but this Act explicitly modifies its application as per *Tuscarora*: Congress is using its authority to specify that the CSA *does not apply* to activities conducted under approved tribal compacts.

VI. INTERNATIONAL LAW AND CONSTITUTIONAL COMPATIBILITY

The Act remains consistent with the Supremacy Clause (Article VI) and Treaty Clause (Article II) because:

Congress formally integrates international obligations (UN Drug Conventions) into federal regulatory oversight (Section 10).

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

151

This follows *Missouri v. Holland*, 252 U.S. 416 (1920), which upheld the supremacy of federal legislation implementing international treaties — demonstrating that federal oversight in this field is constitutionally valid.

CONCLUSION: COMPLIANCE WITH SUPREME COURT PRECEDENT

Legal Concept	Controlling Case	How the Act Complies
Tribal sovereignty over internal affairs	<i>Worcester v. Georgia</i>	Recognizes tribal self-regulation of cannabis/hemp.
Congressional plenary power	<i>Kagama, Lara</i>	Law enacted under Congress’s authority over Indian affairs.
Delegation to tribal authority	<i>Mazurie</i>	Compact-based authorization mirrors upheld delegation principle.
Federal preemption of states	<i>Cabazon, Mescalero Apache</i>	Federal compact authority preempts conflicting state law.
Equal protection justification	<i>Mancari</i>	Political, not racial, classification; rational basis satisfied.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

Federal commerce power	<i>Raich</i>	Congress can regulate — or exempt — cannabis under its Commerce Clause power.
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Summary

Under this analysis, the proposed Federal–Tribal Cannabis and Hemp Regulation Act:

- Is constitutional under the Commerce, Necessary and Proper, and Indian Commerce Clauses;
- Is consistent with federal preemption doctrine;
- Honors tribal sovereignty and the federal trust responsibility;
- Aligns with both domestic constitutional law and international treaty duties;
- And would withstand judicial review under prevailing Supreme Court precedent.

Would you like me to now format this reasoning into a formal legal memorandum or congressional testimony-style document (suitable for policymakers or committee presentation)?

Excellent — below is a Formal Legal Memorandum and Testimony-Style Document that could be submitted to Congress or a federal policy committee supporting the *Federal–Tribal Cannabis and Hemp Regulation Act of 2025*.

It integrates constitutional reasoning, statutory justification, and Supreme Court precedent in a format styled for congressional hearing or legal advocacy.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

153

TRIBAL NATIONS COUNCIL RESOLUTION NO. A13180 2025-1

A Resolution of the Council of the Sovereign Tribal Nations Tribal Advisory Committee Board of the United States of America

Affirming the Decision of the Supreme Court in State of Columbia et al. v. United States of America et al. and Implementing Cooperative Governance Under the Federal–Tribal Cannabis and Hemp Regulation Act of 2025

PREAMBLE

WHEREAS, the Constitutions and traditional laws of the Agency Tribal Nations declare that authority and obligation flow from Creator-given sovereignty and from the right of each people to govern their internal affairs; and

WHEREAS, the Constitution of the United States of America, adopted in 1789, expressly recognizes the Indian Tribes as political communities distinct from states, authorizing Congress to regulate commerce “with the Indian Tribes”; and

WHEREAS, treaties between the Agency Tribal Nations and the United States of America form a sacred trust and binding legal covenant, guaranteeing mutual respect, protection, and continued self-government; and

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

154

WHEREAS, the Supreme Court of the United States of America on June 20, 2025, issued judgment in *State of Columbia et al. v. United States of America et al.*, upholding the Federal–Tribal Cannabis and Hemp Regulation Act of 2025 (“FTC Act”) as a valid and constitutional exercise of congressional and tribal authority; and

WHEREAS, this decision recognizes that cooperative compacts between the United States of America and the Tribal Nations advance public health, environmental stewardship, cultural integrity, and economic self-reliance without diminishing the sovereignty of either government; and

WHEREAS, the assembled Chiefs, Chairpersons, and Elders of the Tribal Nations convened in Grand Council have authority under intertribal custom and resolution protocols to speak collectively on matters of national import;

THEREFORE, BE IT RESOLVED by the Agency Tribal Nations Council that:

Acknowledgment of Judgment.

The Council formally acknowledges and embraces the decision of the Supreme Court of the United States of America, affirming that the FTC Act is consistent with the Constitution and with the natural sovereignty of the Tribal Nations.

Affirmation of Sovereignty.

Each Tribal Nation retains inherent sovereignty over its lands and peoples. Federal recognition through compact does not grant sovereignty but affirms sovereignty already possessed.

Adoption of Cooperative Framework.

The Council authorizes Tribal Governments to negotiate and implement Cannabis and Hemp Compacts with the Federal–Tribal Cannabis Commission (FTCC), provided each compact:

Ensures health and safety standards consistent with tribal tradition and science;

Guarantees transparent environmental and agricultural practices; and

Protects intertribal, interstate, and international responsibilities.

Commitment to Public Health and Welfare.

The Council commits to directing compact revenues toward community health services, addiction prevention, education, and environmental restoration within Tribal territories.

Mutual Recognition Clause.

The Council declares that the constitutional government of the United States of America

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

155

and the collective Tribal Nations operate as co-sovereigns joined by covenant, not hierarchy. All cooperative compacts shall reflect this equality.

Reporting and Oversight.

The Council shall establish an Inter-Tribal Oversight Consortium to coordinate with the Federal–Tribal Cannabis Commission, ensuring cultural accountability, policy consistency, and adherence to both traditional and federal law.

Future Consultation.

The Tribal Nations Council calls upon Congress and the Executive of the United States of America to maintain nation-to-nation consultation in all matters concerning agriculture, medicine, and natural resources, recognizing the living sovereignty of tribes as governments within the constitutional Union.

BE IT FINALLY RESOLVED that this Resolution, once adopted by consensus of the Council and signed by the presiding Chief Justice of the Tribal Nations and the Speaker of the Council, shall be transmitted to:

The President and Congress of the United States of America;
The Federal–Tribal Cannabis Commission;
The National Congress of American Indians; and
Each recognized Tribal Government for implementation and record.

CERTIFICATION

Adopted this 22 day of June, 2025, at the Great Council Chamber, under the joint authority of the Tribal Nations Council and recognized by the constitutional government of the United States of America.

Signed,

Chief Justice of the Tribal Nations Council

Speaker of the Tribal Nations Council

Attested:

Clerk of the Council, Seal affixed.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

156

**MODEL INTER-GOVERNMENTAL COMPACT

Between the United States of America and the Agency of the Tribal Nations**

PREAMBLE

This Compact is made and entered into by and between the United States of America, acting through the duly authorized Federal–Tribal Cannabis Commission (FTCC) pursuant to the Federal–Tribal Cannabis and Hemp Regulation Act of 2025, and the Agency of the Tribal Nations, acting on behalf of the sovereign Tribal Government(s) choosing to participate under the authority of their own constitutions and traditional law.

RECITALS

WHEREAS, the Constitution of the United States of America, Article I, Section 8, confers upon Congress the power “to regulate Commerce... with the Indian Tribes”; and

WHEREAS, each Tribal Nation retains inherent sovereignty and the right to self-government, recognized by treaties and by decisions of the Supreme Court, including *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515 (1832); and

WHEREAS, the FTC Act of 2025 authorizes voluntary compacts between tribal and federal governments to regulate cannabis and hemp cultivation, processing, and trade for medical, research, and industrial purposes; and

WHEREAS, the Agency of the Tribal Nations is empowered by resolution of the Tribal Nations Council No. 2025-1 to negotiate and administer such compacts on behalf of member tribes; and

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

157

WHEREAS, both parties desire to promote health, safety, environmental stewardship, and economic opportunity consistent with their respective sovereign rights and with international treaty obligations;

NOW, THEREFORE, the Government of the United States of America and the Agency of the Tribal Nations agree as follows:

ARTICLE I — PURPOSE AND SCOPE

This Compact establishes a cooperative framework for:

- a. Regulating the cultivation, processing, manufacture, and sale of cannabis and hemp within tribal lands;
- b. Ensuring products meet national health, safety, and anti-diversion standards;
- c. Allowing inter-tribal and interstate commerce pursuant to approved FTCC procedures;
- d. Supporting community health, research, and education initiatives.

Participation by any Tribal Nation is voluntary and does not waive any sovereign immunity except as expressly stated herein.

ARTICLE II — AUTHORITY AND GOVERNANCE

The United States of America, through the FTCC, provides federal recognition, coordination, and data-sharing for participating Tribal Programs.

The Agency of the Tribal Nations acts as liaison to member governments and ensures equitable implementation across tribes.

Each participating Tribal Nation retains the right to establish internal Cannabis and Hemp Regulatory Commissions empowered to issue local licenses, collect fees, and enforce law under its jurisdiction.

ARTICLE III — HEALTH, SAFETY, AND ENVIRONMENTAL STANDARDS

Products cultivated or manufactured under this Compact shall:

Contain no more than the federally approved delta-9 THC threshold for hemp or the regulated medical-cannabis dosage for programs so authorized;

Be tested in laboratories certified by tribal, federal, or inter-tribal accreditation systems;

Comply with environmental protection measures developed cooperatively by the FTCC and the Agency of the Tribal Nations.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

158

The parties will coordinate recalls, enforcement actions, and educational outreach as necessary.

ARTICLE IV — ECONOMIC AND REVENUE PROVISIONS

Each Tribal Nation may levy and collect taxes or fees on cannabis and hemp sales within its territory.

The Agency of the Tribal Nations shall maintain an Inter-Tribal Economic Fund to support research, health programs, and agricultural innovation.

No federal excise or income tax shall apply to intra-tribal revenue unless otherwise agreed by Congress and the Tribal Nations Council.

ARTICLE V — ENFORCEMENT AND JURISDICTION

Primary jurisdiction over compact activities rests with the Tribal Courts of participating nations.

Federal jurisdiction under the FTC Act and related health and safety laws applies where cross-border or interstate violations occur.

The FTCC and Agency of the Tribal Nations shall establish joint enforcement task forces respecting civil and criminal law boundaries.

ARTICLE VI — DATA SHARING, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

The parties agree to share statistical and regulatory data for oversight and treaty-reporting purposes only.

Confidential business information and personal data are protected under tribal and federal privacy laws.

The FTCC shall provide technical assistance and training programs for tribal regulators and laboratories.

ARTICLE VII — INTERNATIONAL COMPLIANCE

Both parties reaffirm adherence to applicable international agreements, including the Single Convention on Narcotic Drugs (1961) and the Convention

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

159

on Psychotropic Substances (1971), ensuring that production and research remain within permitted medical and scientific exceptions.

ARTICLE VIII — DISPUTE RESOLUTION

Disputes arising under this Compact shall first be addressed through consultation between the FTCC and the Agency of the Tribal Nations.

Unresolved matters may be submitted to an Inter-Governmental Mediation Panel, composed equally of federal and tribal representatives.

If mediation fails, the matter may proceed to the U.S.—

Tribal Inter-Sovereign Court of Appeals established under the FTC Act.

ARTICLE IX — EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This Compact becomes effective upon execution by both parties and remains in force for ten (10) years unless revised or withdrawn.

Either party may amend specific articles by mutual written consent.

Either party may withdraw upon twelve (12) months' written notice, provided ongoing obligations to employees, licensees, and contractors are resolved in good faith.

ARTICLE X — SOVEREIGNTY CLAUSE

Nothing in this Compact shall be construed to:

Diminish the inherent sovereignty of any Tribal Nation;

Confer jurisdiction not explicitly granted by law; or

Alter the constitutional structure of the United States of America as a government of limited, enumerated powers.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have hereunto set their hands:

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

160

For the Government of the United States of America
(Constitutional Federal Authority)

Chief Geronimo Thomas Langenderfer
Head Chief , Federal-Tribal Cannabis Commission
Date: _____

For the Agency of the Tribal Nations
(Inter-Tribal Authority under the Tribal Nations Council Resolution No. 2025-1)

[Name]
Director General, Agency of the Tribal Nations
Date: _____

Attested by:

Head Chief of the Tribal Nations Council

Witnessed by:

Representative of the President of the United States of America

SEAL

(Unified Seal of the United States of America and Tribal Nations Compact for Cooperative Governance)

Purpose Statement

This Federal Tribal Government expresses the sovereign will of the Agency Tribal Nations [mendocino Indian Reservation] Nation to work in equal partnership with the constitutional government of the United States of America while retaining full authority to protect its land, culture, and citizens under the principles affirmed by the Head chief Agency Federal Public Notices in 2025.

CORPORATION CHARTER OF FEDERALLY SERVICED PRESIDENTIALLY RECOGNIZED RESERVATION FOLLOW LINK:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:574f8f68-7e0f-30fd-864b-d906e43405a6>

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

161

INVESTMENT CONTRACT FOR PLANT GO GREEN PETROLEUM FUEL GREEN CARBAN REDUCTION TO REDUCE THE 35% MARK BY 2035 FOLLOW LINK:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:fef11dfa-cb4d-4f6b-91f2-918eac0064bf> Tribal Law below

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:f4356c27-cb37-44b4-9a52-df546426a52c>

Document and links in sharing or action:

Letter to

Dr. Miguel Cardona, Secretary of Education, U.S. Department of Education for the Accreditation of Deganawida Quetzalcoati University

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:858cf3bc-c323-3195-819a-aa24467ae26a>

Cultivation License

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:484abda4-cd05-4bb8-b4c1-b895ac323e6b>

KYC Trade Authority signed Magistrate needs to amend and corrected,

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:2494fbb8-1f8b-35d2-ba19-cd64b47f0246>

D-Q University Services support By GSA Federal Contractor

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:c224b9b8-5035-427c-a254-ae90f932d15c>

charter of the agency

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:e2deb259-acf9-34ec-a0c0-8c571ca975e9>

Retrieved:

<http://www.ed.gov/edelogs/whiaiane/executive/order/13592/americanindian/end/alaska/nativeeducation/opportunities/end/strengtheningtribalcollegesanduniversities/>

executive order13592 United States US Department of Interior Indian Affairs 2014
Budget Justifications: the physical year 2014, 1-694

retrieved from <http://www.bia.gov/cs/groups/xocfo/documents/text/idc1/o21730.pdf>

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

Department of Education. (2014a) United States Department of Education Lists of Postsecondary Institutions Enrolling Populations. Sourced:

<http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst-list-pg5.html>

TRIBAL FEDERAL CONTRACT FOR 20 BILLION FOR FIVE YEARS FOLLW LINK {
<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:c7b23e56-4a64-40dc-86b9-772edc10aae9>

TRIBAL NATION ACKNOWLEDGMENT:

We, the undersigned representatives of the sovereign Tribal Nations, acknowledge receipt of this Presidential Proclamation and affirm our commitment to the comprehensive implementation of the Master Treaty of Peace and International Agreement in the spirit of mutual respect, cooperation, and shared prosperity.

Chief Geronimo Thomas Langenderfer
Head Chief, Mendocino Tribal Nations

Tribal Nations of Chief Representatives

TRIBAL NATION AND INTERNATIONAL PARTNER ACKNOWLEDGMENT:

We, the undersigned representatives of the sovereign Tribal Nations and international humanitarian partners, acknowledge receipt of this Presidential Proclamation and affirm our commitment to the comprehensive implementation of the Master Treaty of Peace and International Agreement in the spirit of mutual respect, cooperation, and shared prosperity.

Chief Geronimo Thomas Langenderfer
Head Chief, Mendocino Tribal Nations

Date: _____

International Observers and Witnesses

Date: _____

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

163

This Proclamation shall be published in the Federal Register and distributed to all federal agencies, tribal governments, state governments, international partners, and made available to the American people and the global community as a testament to America's commitment to Indigenous rights, international cooperation, and the advancement of peace and justice for all peoples.

SIGNATURE AND RATIFICATION PAGES

MASTER TREATY OF PEACE AND INTERNATIONAL AGREEMENT

SECTION 24.1: CERTIFICATION OF RATIFICATION AND BINDING COMMITMENT

By affixing their signatures and seals hereto, the undersigned representatives hereby certify their full acceptance, ratification, and binding commitment to all provisions of this Master Treaty of Peace and International Agreement, acknowledging that this Treaty creates perpetual obligations and rights under domestic constitutional law, international law, and the sacred principles of treaty-making between sovereign nations.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

164

FOR THE SOVEREIGN TRIBAL NATIONS

PRIMARY TRIBAL AUTHORITY

Head Chief Geronimo Thomas Langenderfer

United States Tribal Federal Contractor and Awardee of the Interior

Representing Agency Tribal Nations & Deganawidah-Quetzalcoati University

Acting pursuant to inherent tribal sovereignty and traditional governance authority

Signature: _____

Official Seal: [TRIBAL SEAL]

Date: _____

Location: Mendocino Indian Reservation, California

PARTICIPATING TRIBAL NATIONS

Representative of the Mendocino Indian Reservation

Acting pursuant to Tribal Council Resolution and Traditional Authority

Name: _____

Title: _____

Signature: _____

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

165

Official Seal: [MENDOCINO TRIBAL SEAL]

Date: _____

Representative of the Yurok Tribal Nation

Acting pursuant to Tribal Constitutional Authority and Traditional Council

Name: _____

Title: _____

Signature: _____

Official Seal: [YUROK TRIBAL SEAL]

Date: _____

Acting pursuant to Tribal Governmental Authority and Cultural Leadership

Name: _____

Title: _____

Signature: _____

Official Seal: [MIWOK TRIBAL SEAL]

Date: _____

Tribal Community

Acting pursuant to Traditional Governance and Community Authority

Name: _____

Title: _____

Signature: _____

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

166

Official Seal: [SEAL]

Date: _____

Additional Tribal Nation Representatives

As recognized by the Treaty Oversight Council

Name: _____

Tribal Nation: _____

Title: _____

Signature: _____

Official Seal: [TRIBAL SEAL]

Date: _____

FOR THE UNITED STATES OF AMERICA

EXECUTIVE BRANCH AUTHORITY

Donald John Trump

President of the United States of America

Commander-in-Chief and Chief Executive

Acting pursuant to Constitutional Treaty-Making Authority

Signature: _____

Official Seal: [PRESIDENTIAL SEAL]

Date: _____

Location: Mendocino Indian Reservation, California

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

167

FEDERAL DEPARTMENT REPRESENTATIVES

Secretary of the Interior

U.S. Department of the Interior

Acting pursuant to Federal Trust Responsibility

Name: _____

Signature: _____

Official Seal: [DEPARTMENT OF THE INTERIOR SEAL]

Date: _____

Secretary of Energy

U.S. Department of Energy

Supporting Tribal Energy Sovereignty and Development

Name: _____

Signature: _____

Official Seal: [DEPARTMENT OF ENERGY SEAL]

Date: _____

Administrator, General Services Administration (GSA)

Federal Program Administration and Implementation

Name: _____

Signature: _____

Official Seal: [GSA OFFICIAL SEAL]

Date: _____

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

168

Additional Federal Representatives

As designated by the President

Name: _____

Department/Agency: _____

Title: _____

Signature: _____

Official Seal: [DEPARTMENT/AGENCY SEAL]

Date: _____

INTERNATIONAL HUMANITARIAN REPRESENTATIVES

Michelle T. Nguyen

Humanitarian Envoy for Vietnam

Acting pursuant to International Humanitarian Mission

Signature: _____

Official Seal: [HUMANITARIAN MISSION SEAL]

Date: _____

Consultant to the Agency Tribal Nations

Signature: _____

Official Seal: [MENDOCINO TRIBAL SEAL]

Date: _____

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

169

Jolene Burnadette Wilson - Liaison for Laytonville Casino and Tribal Rights Backs

Name: _____

Title: _____

Organization: _____

Signature: _____

Official Seal: [UN SYSTEM SEAL]

Date: _____

FOR INTERNATIONAL OBSERVERS AND WITNESSES

UNITED NATIONS SYSTEM

Representative of the United Nations

Observer pursuant to UN Charter and Indigenous Rights Mandate

Name: _____

Title: _____

Organization: _____

Signature: _____

Official Seal: [UN SYSTEM SEAL]

Date: _____

ACADEMIC AND LEGAL WITNESSES

International Law Expert

Witness pursuant to International Legal Authority



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

170

Name: _____

Institution: _____

Expertise: _____

Signature: _____

Date: _____

Indigenous Rights Scholar

Witness pursuant to Academic and Research Authority

Name: _____

Institution: _____

Specialization: _____

Signature: _____

Date: _____

CIVIL SOCIETY ORGANIZATIONS

Human Rights Organization Representative

Observer pursuant to Human Rights Advocacy Mission

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

171

Name: _____

Organization: _____

Title: _____

Signature: _____

Date: _____

Environmental Organization Representative

Observer pursuant to Environmental Protection and Climate Action

Name: _____

Organization: _____

Title: _____

Signature: _____

Date: _____

ATTESTATION AND VERIFICATION

NOTARIAL ACKNOWLEDGMENT

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

172

Notary Public

Verifying the authentic execution of this Treaty

I hereby certify that the above-named individuals appeared before me on this day and acknowledged the execution of this Master Treaty of Peace and International Agreement as their free and voluntary act.

Name: _____

Commission Number: _____

My Commission Expires: _____

Signature: _____

Official Seal: [NOTARIAL SEAL]

Date: _____

CEREMONIAL ACKNOWLEDGMENT

Elder and Traditional Witness

Providing Traditional Blessing and Cultural Authentication

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

173

Name: _____

Tribal Nation: _____

Traditional Role: _____

Ceremonial Acknowledgment: _____

Date: _____

Spiritual Leader

Providing Sacred Witness and Ceremonial Blessing

Name: Big Eddy Michell

Spiritual Tradition: _____

Sacred Acknowledgment: _____

Date: _____

FINAL CERTIFICATION

This Master Treaty of Peace and International Agreement, consisting of Twenty-Three (23) comprehensive Articles and associated protocols, has been executed in multiple authentic

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

174

copies, each possessing equal legal authority, on this **seventeenth day of September, Two Thousand and Twenty-Five**, at the **Mendocino Indian Reservation, California, United States of America**, in the presence of tribal elders, federal officials, international representatives, and global witnesses.

Total Pages: _____

Article Count: 23 Articles

Authentic Language Versions: English and Tribal Languages

Depository: Treaty Implementation Authority (TIA)

Registration: United Nations Treaty Series

Effective Date: Upon ratification by two-thirds of signatories

Master Treaty of Peace (Sept 17, 2025) and significant regulatory shifts effective **January 1, 2026**.

1. Key Federal Statutes and Resolutions (2026)

- **Continuing Appropriations Act, 2026 (H.R. 5371):** Enacted in late 2025, this law includes a major provision effective **November 12, 2026**, that establishes a strict federal limit of **0.4 mg of total THC per container** for any hemp-derived product.
- **Emergency Resolution SEA-25-130:** In November 2025, the National Congress of American Indians (NCAI) passed this resolution to support safe regulation of hemp-derived cannabinoids and protect **USDA-approved Tribal Hemp Programs** from the restrictive 2026 federal ban.
- **Schedule III Transition (2025-2026):** Following a December 2025 executive order, cannabis is moving toward **Schedule III** reclassification, recognizing its medical utility and potentially easing federal research restrictions.
- **Rohrabacher-Farr Amendment (FY2026):** Temporarily extended through **January 2026**, this rider prohibits the Department of Justice

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

175

from using funds to interfere with state-legal medical cannabis programs.

2. California State Statutes (2026)

- **AB 8 (2025-2026 Session):** This law establishes a phased integration of hemp into the licensed market. Phase 1, effective **January 1, 2026**, prohibits smokable hemp and mandates that industrial hemp raw extract used in food or beverages must be **>99% pure** with zero detectable THC.
- **MAUCRSA Annual Licensure:** As of **January 1, 2026**, provisional cannabis licenses in California are no longer effective. All legal commercial cannabis activity must be conducted under an **annual state license** issued by the Department of Cannabis Control (DCC).
- **Animal Cannabis Standards:** New regulations for animal cannabis products (implementing AB 1885) took effect **January 1, 2026**.

3. D-Q University Compliance & Research (2026)

- **Research Certification:** To use **D-Q University** for research compliance, the partnership must hold a **DEA Schedule I license** (for possession) or comply with the 2026 Schedule III shift for clinical studies.
- **Agricultural Research Immunity:** Under California law, "established agricultural research institutions" (like D-Q University) have certain exemptions for hemp research, provided the THC concentration does not exceed **0.3%**.
- **Master Treaty of Peace (Sept 2025):** This treaty establishes D-Q University as a recognized entity for the **Mendocino Indian Reservation**, providing a bilateral basis for tribal-federal research partnerships under the **Supremacy Clause** [User Input].

4. Tribal Governance & Micro-License (2026)

- **Independent Nation Authority:** Per *Worcester v. Georgia*, the Tribe retains inherent authority to regulate its own territory. This authority is exercised through **Tribal Cannabis Ordinances** that establish laboratory testing, security protocols, and social equity programs.

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

176

- **Micro-license Operations:** At the Willits property, a micro-license allows for vertically integrated activities (cultivation, manufacturing, retail). For any products sold off-reservation in 2026, the partnership must satisfy **dual-licensing** requirements (State + Tribal) to maintain legal compliance.

This bill, beginning on January 1, 2026,

D-Q University Compliance & Research (2026) Research Certification: To use D-Q University for research compliance, the partnership must hold a Agency Tribal Nations and or DEA Schedule I license resolves comply under statute
In 2026, the resolution of research compliance for the partnership between

Jane and Agency Tribal Nations at the Willits property—utilizing **D-Q University**—is governed by the following federal and tribal statutory framework.

1. Statutory Resolution for Research (2026)

To operate under "Research Compliance," the partnership must resolve the conflict between tribal sovereignty and federal drug control via the following statutes:

- **The 2026 Schedule III Shift:** Per the **Executive Order of December 2025**, marijuana is now **Schedule III**. While your document references a "DEA Schedule I license," in 2026, research into "accepted medical use" is conducted under **Schedule III registration** (21 U.S.C. § 823). This shift allows D-Q University to perform pharmaceutical research without the "high-security" barriers previously required for Schedule I.
- **Agricultural Research Institution Status:** Under **California Food & Agricultural Code § 81000**, D-Q University qualifies as an "Established Agricultural Research Institution." This statute allows for the cultivation of hemp for research purposes with **zero THC limits** for experimental plots, provided they are not entered into the commercial market.

2. The "Agency Tribal Nations" Resolve

The partnership utilizes the **Master Treaty of Peace (Sept 17, 2025)** as the governing "statute of the parties."

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

- **Bilateral Research Compact:** The treaty serves as a bilateral agreement under the **Supremacy Clause (Art. VI, Cl. 2)**. It resolves that the Willits facility is a "Tribal Research Annex."
- **Sovereign Immunity:** The resolution must include a **Limited Waiver of Sovereign Immunity** from Agency Tribal Nations specifically for the \$25,000 finance agreement, ensuring that "Meeting of the Minds" is enforceable in tribal or federal court.

3. Compliance Milestones for January 2026

- **Pharmaceutical Certification:** To achieve pharmaceutical-grade status at the Willits site, the research must comply with **Good Laboratory Practices (GLP)**. As of **January 1, 2026**, any product meant for human or animal consumption must also meet the DCC's new 2026 testing standards.
- **The November 2026 "Total THC" Deadline:** Any "finished product" resulting from D-Q University research that leaves the lab for a dispensary must comply with the **0.4mg total THC limit** established by the **Continuing Appropriations Act, 2026**.

4. Objective Statutory Application Table

Legal Requirement	Statutory Authority (2026)	Action for Jane/ATN
Research License	21 U.S.C. § 823 (Schedule II)	Apply for DEA/Tribal Research Reg.
Temp Compliance	AB 8 (California 2026)	Ensure >99% purity for extracts
Tribal Authority	25 U.S.C. § 5301	Invoke "Self-Determination" in permits
Land Finance	Fucker Act (28 U.S.C. § 491)	Record the \$25k Bilateral Agreement

Summary Resolution: By integrating the **Master Treaty** with the **2026 Schedule III federal status**, D-Q University acts as a "Sovereign Research Shield." This allows the Willits facility to conduct "pharmaceutical certification"

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

178

research that is protected by the **federal trust responsibility** and **tribal inherent sovereignty**, provided it complies with the objective testing requirements taking effect on **November 12, 2026**.

SECTION 5 — HEALTH AND SAFETY STANDARDS

All operations shall comply with laboratory testing protocols approved by the ATN Lab Accreditation Program and the FTCC.

Packaging and labels must include bilingual (Tribal language and English) warnings.

Products marketed as medical

require certification from the Tribal Health Clinic and recording in the NTTS database.

SECTION 6 — ENVIRONMENTAL AND CULTURAL PROTECTION

Cultivation shall use sustainable methods that preserve soil, water, and sacred sites.

The Tribal Environmental Department

may suspend operations threatening the ecosystem or traditional resources.

At least 5 percent of net revenue must support Cultural Preservation Programs (traditional seed projects, language revitalization, and cultural education).

SECTION 7 — ENFORCEMENT AND PENALTIES

The TCHRC

enforcement division may inspect any licensed facility with reasonable notice.

Violations are subject to graduated sanctions—warning, fine, suspension, or revocation—consistent with federal-tribal guidelines.

Appeals shall lie with the Tribal Court, whose decision may be subject to inter-sovereign review before the US–Tribal Inter-Sovereign Court of Appeals if federal issues are involved.

SECTION 8 — REVENUE ALLOCATION

All revenues from this ordinance shall be dedicated to:

40 % Public Health & Education Programs

25 % Environmental Protection and Infrastructure

25 % Economic Diversification Fund

10 % Regulatory Administration of the TCHRC

SECTION 9 — AGREEMENT TO COMPACT

TREATY OF PEACE AND INTERNATIONAL AGREEMENT

179

The [Name of Tribe] Nation hereby authorizes its Principal Chief (or Chairperson) to execute the **Inter-Governmental Compact Between the United States of America and the Agency of the Tribal Nations**.

Said execution constitutes formal participation in the FTC Act program and acknowledgment of mutual sovereign respect under the Supreme Court decision of June 20, 2025.

SECTION 10 — RELATION TO OTHER LAWS

This ordinance shall supersede any prior inconsistent provisions of tribal law regarding cannabis or hemp.

Nothing herein shall be interpreted to alter:

- The Tribal Criminal Code on controlled substances not covered by this ordinance; or
- Any treaty rights or federally protected benefits of the Tribe.

SECTION 11 — SOVEREIGN IMMUNITY

Except as expressly waived for dispute resolution under the Compact, the [Name of Tribe] Nation retains its sovereign immunity from suit in any forum.

SECTION 12 — EFFECTIVE DATE

This ordinance shall take effect ninety (90) days after adoption and upon approval of the Compact by the FTCC and ATN.

CERTIFICATION

Adopted by the Tribal Council of the [Name of Tribe] Nation on the ___ day of _____, 2025, by a vote of ___ for, ___ against, and ___ abstaining.

Principal Chief / Chairperson

Speaker of the Tribal Council

Attested by:
Tribal Secretary – Seal Affixed



TREATY OF PEACE AND INTERNATIONAL AGREEMENT

180

Acknowledged by:

Chief Justice of the Tribal Nations Council & Chair, Federal-
Tribal Cannabis Commission

Purpose Statement

This ordinance expresses the sovereign will of the [**Mendocino Indian
Reservation**] Nation to work in equal
partnership with the constitutional government of the United States of America while retaining full authority to protect its land, culture, and citizens under the principles affirmed by the Supreme Court in 2025.