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# The ACE Act

Alliance for Collective Empowerment and Development

v1.9 - June 2026

Léandre Poplus, Founder

*For Our People, By Our People.*

IN THE CONGRESS OF THE PEOPLE

# A BILL

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## TO ESTABLISH THE ALLIANCE FOR COLLECTIVE EMPOWERMENT AS A SOVEREIGN COMMUNITY DEVELOPMENT AND SELF- GOVERNANCE FRAMEWORK UNITING BLACK AND NATIVE AMERICAN COMMUNITIES

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### SHORT TITLE: THE ACE ACT

Submitted by the Founding Council of the Alliance for Collective Empowerment

*DRAFT FRAMEWORK - For Review, Coalition Building, and Tribal Endorsement*

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Submitted by

**Léandre Poplus**

**Founder - Alliance for Collective Empowerment**

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*“We are not asking for a seat at the table. We are building our own.”*

ALLIANCE FOR COLLECTIVE EMPOWERMENT ACT

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## WHY ACE EXISTS

The idea for the Alliance for Collective Empowerment and Development began with a simple observation: two communities, dispossessed by the same government, each hold exactly what the other lacks.

Native American nations hold sovereign land, territory protected by federal law, outside state taxation, outside municipal zoning, outside many of the legal mechanisms that have historically been used to destroy Black and Native institutions the moment they became powerful enough to matter. What they have lacked is the capital, the population density, and the financial infrastructure to convert that land into a self-sustaining economy.

Black Americans hold \$1.6 trillion in annual spending power, a growing professional and entrepreneurial class, and generations of scholarship, institution-building, and cultural production forged under conditions designed to make all of it impossible. What they have lacked is land, sovereign, protected, unchallengeable ground on which to build without asking permission and without fear of what has always come next.

This is not about one community being superior to the other. That framing would simply replicate the logic both communities are trying to escape. This is about two communities honestly naming their own gaps and recognizing that the right partner does not fill your weakness with their strength, they bring a weakness of a different kind, and together you eliminate both.

A box of nails and a stack of timber. Each one formidable on its own terms. Neither one a building. Together, something neither could become alone.

### **Weakness**

Each community lacks what the other holds. Land without capital cannot develop. Capital without land cannot root. This is the gap ACE is built to close.

### **Strength**

The combination is not additive. It is exponential. Sovereign land plus community capital plus population equals the legal, territorial, and economic foundation for an independent, self-governing civilization. No external institution needs to grant it. No political climate can revoke it.

### **Opportunity**

The joining of these two communities creates something the United States has never seen and has never had to contend with: a legally protected, economically self-sustaining, culturally sovereign civilization built by the two peoples this country has spent the most effort trying to erase. The opportunity is not just survival. It is the construction of something permanent.

### **Threat**

The threat is twofold and must be named plainly. The first threat is inaction. For over 400 years, Black Americans have faced a sustained and documented campaign of extermination, not metaphorical, but literal: the destruction of Reconstruction, the massacre of Greenwood, the dismantling of every Black institution that grew powerful enough to threaten the status quo.

Native Americans have faced the same campaign across 250 years: genocide, forced removal, the criminalization of language, the systematic theft of land. The threat of doing nothing is not stagnation. It is continuation of what has already been done. The second threat is attempting this and failing, which is why ACE has been designed with its predecessors specifically in mind, and why every legal protection, every sovereignty clause, and every gap-proofing provision in this framework exists.

ACE is the answer to both threats. Not a movement. Not a petition. A civilization, built by the people it is built for, on ground no one can take.

*Léandre Poplus, Founder*

## PREAMBLE

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WHEREAS, the history of the United States is inseparable from the systematic dispossession, subjugation, and marginalization of Black Americans and Native American peoples, two of the oldest and most foundational communities on this continent;

WHEREAS, Black Americans were forcibly brought to this land, subjected to centuries of chattel slavery, and thereafter subjected to legal apartheid, economic exclusion, mass incarceration, and the sustained denial of the generational wealth-building opportunities extended to other Americans;

WHEREAS, Native American peoples were subjected to genocide, forced removal, the destruction of sovereign governance, the criminalization of language and cultural practice, and the systematic theft of tens of millions of acres of ancestral land, land that remains, to this day, the legal and spiritual inheritance of tribal nations;

WHEREAS, both communities share a common inheritance of resilience, cultural depth, and collective wisdom that has survived every attempt at erasure, and that constitutes the spiritual and intellectual foundation upon which this Alliance is built;

WHEREAS, the complementary strengths of these two communities, tribal sovereignty as the legal and territorial foundation, and Black American population, spending power, and labor as the economic engine, create a unique and historic opportunity to establish self-sufficient, self-governing communities of unprecedented scale and purpose;

WHEREAS, the United States Government, through its legislative, executive, and judicial institutions, bears direct responsibility for the conditions from which the Alliance for Collective Empowerment seeks to provide remedy;

WHEREAS, this Act is not a petition. It is a declaration of organized, lawful, and sovereign intent grounded in existing federal law, tribal sovereignty doctrine, and the inalienable right of peoples to determine the conditions of their own lives;

WHEREAS, the history of the United States contains a documented and consistent pattern of organized resistance, legal, political, extrajudicial, and violent to Black and Native American self-governance, economic independence, and institutional power at the precise moment of their greatest success. The destruction of the Freedmen's Bureau's nascent city-building projects, the 1921 Tulsa Race Massacre and destruction of the Greenwood District, the federal dismantling of Five Civilized Tribes' pre-statehood governments upon Oklahoma's admission to the Union, the FBI's COINTELPRO program targeting Black and Indigenous leadership organizations, and the federal termination policies that dismantled tribal sovereignty in the 1950s and 1960s constitute a pattern, not a series of coincidences. ACE is built with this pattern specifically in mind. Every legal protection, every constitutional provision, every sovereignty clause, and every gap-proofing measure in this Act exists because ACE has studied what happened to its predecessors and chosen to build accordingly;

**NOW, THEREFORE, be it enacted:**

## TITLE I

# GENERAL PROVISIONS

### Sec. 101. Short Title

This Act shall be known and may be cited as the “Alliance for Collective Empowerment Act” or the “ACE Act.”

### Sec. 102. Purpose

The purposes of this Act are to:

1. Establish the Alliance for Collective Empowerment (ACE) as a structured, long-term framework for the development of self-governing, self-sustaining communities on tribal lands in partnership with federally recognized Native American tribes;
2. Create a legal and operational foundation that leverages tribal sovereignty as a shield against external governmental interference while channeling Black American economic power as the engine of community development;
3. Build a civilization-scale network of ACE communities serving Black and Native American populations across the United States, with a long-term population goal commensurate with the full Black American population of approximately 51 million persons;
4. Affirm the right of both communities to cultural integrity, economic sovereignty, civic self-determination, and freedom from the extractive systems that have historically governed their lives;
5. Establish permanent, replicable, and legally defensible structures for housing, education, healthcare, public safety, governance, food sovereignty, economic development, and cultural preservation within ACE territory.

### Sec. 103. Definitions

As used in this Act:

**"ACE"** means the Alliance for Collective Empowerment, the organizing entity established under this framework.

**"ACE Territory"** means any parcel of tribal land leased to or co-developed with ACE under a long-term tribal land lease agreement executed pursuant to Title III of this Act.

**"ACE Community"** means any established residential, commercial, and civic settlement operating under the ACE Governing Charter within ACE Territory.

**"ACE Governing Charter"** means the foundational constitutional document ratified by the ACE Founding Board and the Tribal Co-Governance Council establishing the rights, responsibilities, and governance structures of ACE Communities.

**"Founding Board"** means the initial governing body of ACE, composed of Black American and Native American co-leaders, and comprising experts in law, medicine, engineering, finance, education, city planning, and community safety, as described in Title II.

**"Tribal Partner"** means any federally recognized Native American tribe that has entered into a formal Tribal Partnership Agreement with ACE for the co-development of ACE Territory.

**"Tribal Partnership Agreement"** means a legally binding agreement between ACE and a Tribal Partner establishing the terms of land use, co-governance, revenue sharing, and mutual benefit, executed pursuant to the HEARTH Act of 2012.

**"Majority Lending Institution (MLI)"** means a community-owned financial institution established under ACE governance to provide lending, investment, and financial services to ACE community members and enterprises. The designation "Majority" reflects the collective economic and demographic majority status of Black and Native American communities when considered together.

**"Majority Lending Program (MLP)"** means the structured community finance program administered through ACE's network of MLIs, providing home loans, business capital, cooperative investment, and emergency financial services to ACE residents and partners.

**"ACE Development Entity"** means the commercial development arm of ACE, organized as a limited liability company or tribal enterprise, responsible for land acquisition agreements, construction contracts, and economic development projects within ACE Territory.

**"Community Investment Bond"** means a financial instrument issued by ACE to community members and aligned investors, providing a structured pathway for individuals to invest in ACE infrastructure development at accessible entry points.

**"Co-Governance Council"** means the joint governing body comprising both ACE leadership and Tribal Partner representatives, responsible for all major decisions affecting ACE Territory.

## TITLE II

# FOUNDING STRUCTURE AND LEADERSHIP

### Sec. 201. Establishment of ACE

The Alliance for Collective Empowerment is hereby established as a dual-entity structure consisting of:

- ACE Inc., a 501(c)(3) nonprofit corporation organized to receive tax-exempt donations, apply for foundation and government grants, conduct public education and outreach, and coordinate the movement-building activities of ACE; and
- ACE Development LLC (or Tribal Enterprise equivalent), the commercial and development arm of ACE, which shall hold land lease agreements, manage construction projects, operate cooperative enterprises, and generate revenue in support of ACE community operations.

### Sec. 202. Founding Board Composition

The Founding Board of ACE shall consist of no fewer than twelve (12) members, structured as follows:

- Two (2) Co-Chairs, one Black American and one Native American, who shall serve as the joint executive leadership of ACE and co-preside over all Founding Board meetings and public representations;
- One (1) Chief Legal Officer, holding expertise in tribal sovereignty law and civil rights law;
- One (1) Chief Financial Officer, with demonstrated experience in community banking, impact investment, or cooperative finance;
- One (1) Chief Infrastructure Officer, a licensed civil or structural engineer with community development experience;
- One (1) Chief Health Officer, a licensed physician or public health professional with experience serving underserved communities;
- One (1) Chief Education Officer, an experienced educator with background in HBCU, tribal college, or culturally responsive education systems;
- One (1) City Planner, licensed in urban or regional planning;
- One (1) Community Safety Director, with expertise in restorative justice, law enforcement reform, or public safety administration;
- One (1) Director of External Affairs, with experience in political strategy, federal advocacy, or international relations;
- Two (2) At-Large Community Representatives, elected by ACE community members once the first ACE community is established.

**Sec. 203. Dual Leadership Principle**

All co-chair and co-leadership positions within ACE governance shall be held jointly by one Black American and one Native American representative. This principle shall be embedded in the ACE Governing Charter and shall not be waived, suspended, or amended except by unanimous vote of the Founding Board and ratification by the Tribal Co-Governance Council.

**Sec. 204. Founding Board Authority**

The Founding Board shall have authority to:

6. Ratify the ACE Governing Charter;
7. Approve Tribal Partnership Agreements;
8. Authorize the issuance of Community Investment Bonds;
9. Approve the ACE master development plan and all major amendments thereto;
10. Hire and terminate the leadership of each ACE department;
11. Establish and oversee all ACE subsidiary entities.

## TITLE III

# LAND, TERRITORY, AND TRIBAL PARTNERSHIP

### **Sec. 301. Land Strategy**

ACE shall pursue land access exclusively through long-term tribal land lease agreements with federally recognized Tribal Partners, executed pursuant to the authority granted to tribes under the HEARTH Act of 2012 (25 U.S.C. § 415(h)). ACE shall not seek to purchase tribal land in fee simple. The objective of this strategy is to utilize existing tribal sovereignty as the legal and territorial foundation of ACE communities without diminishing or compromising that sovereignty.

### **Sec. 302. Site Selection Criteria**

In evaluating potential Tribal Partnership sites, ACE shall consider the following factors:

- A minimum of one hundred fifty thousand (150,000) acres of tribal land committed to the ACE partnership at execution of the Tribal Partnership Agreement, released to active development in increments of twenty-five thousand (25,000) acres upon achievement of the milestone schedule established in Section 303(a). This acreage floor reflects ACE's long-range planning requirement: a civilization-scale community designed to accommodate up to thirty-two million (32,000,000) Black American residents across a national network of ACE cities requires a total national land footprint of approximately twenty-four million (24,000,000) acres, planned at a density of 0.75 acres per resident to avoid the concentrated urban density that replicates the conditions ACE is designed to escape. No single tribal partner is expected to provide this full footprint. The 150,000-acre Phase 1 commitment establishes the foundation upon which ACE's national replication strategy is built, with subsequent ACE city partnerships adding to the total footprint over the 25-year development horizon;
- Connectivity to regional supply chains, transportation corridors, and communications infrastructure, not proximity to a specific metropolitan area. Most tribal lands on ACE's priority target list are genuinely rural and remote, which is consistent with the civilization-scale development ACE envisions. What matters is not distance from a city but access: an ACE site 200 miles from a major city with highway access, broadband infrastructure, and viable freight logistics is more suitable than a site 40 miles from a city with no road or communications infrastructure. ACE shall commission a site connectivity assessment for each candidate location evaluating road access to regional freight networks, broadband availability or feasibility, nearest commercial airport, and supply chain access for construction materials and food distribution;
- Water access and climatic suitability for agricultural production and permanent residential habitation;
- Tribal council stability and formal ratification of the Tribal Partnership Agreement at the government level, not solely at the level of individual tribal leadership;

- Documented historical relationship or geographic proximity between the candidate tribe and Black American communities, with priority given to tribes with historical Freedmen or Afro-Indigenous populations.

### Sec. 303. Tribal Partnership Agreement Requirements

Every Tribal Partnership Agreement shall include, at minimum:

12. A milestone-based land release schedule pursuant to Section 303(a), under which the full 150,000-acre commitment is released to active development in six increments of twenty-five thousand (25,000) acres each, with each increment unlocked upon verified achievement of defined community development milestones, ensuring that land conveyance is commensurate with demonstrated progress and protecting the tribal partner from overcommitment before ACE has proven its capacity to develop responsibly;
13. A lease term of not less than seventy (70) years, with renewal options extending to ninety-nine (99) years, structured to exceed the maximum term of any mortgage, infrastructure bond, or development financing instrument by a minimum of thirty (30) years, ensuring that all ACE community financing is fully bankable and that no lender or bondholder faces lease expiration risk within the term of their instrument;
14. A revenue-sharing schedule by which the Tribal Partner receives a negotiated percentage of ACE enterprise revenue generated within ACE Territory;
15. A Co-Governance Council structure ensuring tribal representation in all major decisions affecting ACE Territory;
16. Provisions affirming that tribal sovereignty is not diminished, transferred, or waived by the Agreement;
17. An infrastructure investment commitment by ACE specifying minimum development milestones and timelines;
18. A cultural respect and integration protocol requiring ACE to formally incorporate the Tribal Partner's cultural practices, language preservation efforts, and land stewardship traditions into ACE community design;

Section 303(a) - Milestone-Based Land Release Schedule. The Tribal Partnership Agreement shall include the following milestone schedule governing the phased release of the 150,000-acre land commitment:

- **Milestone 1 - 25,000 acres:** Released upon execution of the Tribal Partnership Agreement and establishment of ACE's legal entities (501(c)(3) and ACE Development LLC).
- **Milestone 2 - 50,000 acres:** Released upon completion of Phase 2 core infrastructure serving a minimum of 5,000 residents: water system, energy grid, road network, and first residential phase operational.
- **Milestone 3 - 75,000 acres:** Released upon verified ACE community population reaching 10,000 residents in permanent residence within ACE Territory.

- **Milestone 4 - 100,000 acres:** Released upon ACE achieving operating revenue covering not less than eighty percent (80%) of the community services budget from internal sources, demonstrating economic self-sufficiency.
  - **Milestone 5 - 125,000 acres:** Released upon ratification of the ACE Governing Charter by the Constitutional Convention established under Title XX.
  - **Milestone 6 - 150,000 acres:** Released upon completion of Phase 2 in full, with infrastructure and community services supporting a resident population of not less than 25,000 persons.
19. A dispute resolution mechanism providing for binding tribal arbitration as the first resort for any conflict between the parties.
  20. A political transition protection clause specifying that the Tribal Partnership Agreement survives changes in tribal leadership and remains binding on all successor tribal governments. A mandatory sixty (60) day good-faith consultation period is required before any successor government may initiate formal amendment or termination proceedings.

During this period all ACE development activity continues uninterrupted, all ACE-CPF accounts and resident housing agreements remain in full effect, and any attempt to terminate or modify the Agreement outside the prescribed process triggers ACE's legal rapid-response protocol. ACE retains tribal sovereignty legal counsel on permanent retainer with a 24-hour response commitment for this specific contingency.

### **Sec. 304. Priority Tribal Engagement Targets**

ACE shall prioritize initial tribal engagement with nations holding documented historical relationships with Black Americans, including but not limited to:

ACE shall prioritize initial tribal engagement with the following nations, selected on the basis of land holdings sufficient to support civilization-scale development, geographic distribution across the United States, and documented or potential alignment with ACE's mission. The target list reflects the reality that ACE's 24-million-acre long-range land requirement can only be met through multiple tribal partnerships across multiple regions over the full 25-year development horizon. No single tribe is expected or asked to provide the full footprint:

#### **Primary Tier - Scale Partners - Nations with land holdings sufficient for multi-city development**

- The Navajo Nation (Arizona, New Mexico, Utah): Approximately 17.5 million acres, the largest tribal land holding in the United States and the most consequential potential partnership available to ACE. The Navajo Nation's sophisticated tribal government, three-state footprint, and documented historical relationships with Black Americans make it the highest-priority engagement target. ACE recognizes that the Navajo Nation will require the most deliberate, patient, and culturally respectful engagement of any target on this list;
- Cheyenne River Reservation (South Dakota): Approximately 2.8 million acres of Lakota Sioux territory with strong sovereignty tradition and significant demonstrated capacity for independent economic development. The Cheyenne River Sioux Tribe's governance structure and political sophistication make it a viable early partnership candidate;

- Pine Ridge Reservation (South Dakota / Nebraska): Approximately 2.8 million acres, home of the Oglala Sioux Tribe. Pine Ridge carries deep historical significance in the American Indigenous sovereignty movement and represents a partnership with both symbolic power and substantial land capacity;
- Standing Rock Reservation (North Dakota / South Dakota): Approximately 2.3 million acres, home of the Standing Rock Sioux Tribe.

Standing Rock's demonstrated ability to mobilize national coalitions around sovereignty protection, evidenced by the 2016 Dakota Access Pipeline resistance, makes it among the most politically aligned potential partners for ACE's sovereignty-first strategy;

- Wind River Reservation (Wyoming): Approximately 2.3 million acres, shared by the Eastern Shoshone and Northern Arapaho Nations. Wind River's geographic position in the Mountain West and its significant underdeveloped land capacity make it a viable mid-phase partnership target;

### **Secondary Tier - Historical Alignment Partners - Nations with documented historical relationships with Black Americans**

- The Cherokee Nation (Oklahoma): The Cherokee Nation holds the largest tribal enrollment in the United States and a significant land base in northeastern Oklahoma. The Cherokee Freedmen issue, the unresolved question of citizenship rights for Black descendants of people enslaved by the Cherokee, represents both a historical complexity and a potential opening for a partnership grounded in shared acknowledgment of that history. ACE's approach to the Cherokee Freedmen community, handled with care and legal precision, could become the foundation of the most historically resonant partnership available;
- The Seminole Nation of Oklahoma and the Seminole Tribe of Florida: The Seminoles have the longest and most documented history of alliance with Black Americans of any tribal nation, having incorporated Black Seminoles, freedom-seekers and their descendants as full community members across generations. This history is the most direct precedent for what ACE proposes;
- The Muscogee (Creek) Nation (Oklahoma): Another of the Five Civilized Tribes with documented Freedmen history and a sophisticated governance structure capable of managing a complex long-term partnership;
- The Lumbee Tribe of North Carolina: While currently without federal recognition, a status ACE's legal team and political infrastructure shall actively support changing, the Lumbee hold a significant presence in eastern North Carolina and a long history of community solidarity with Black Americans in the South.

Nothing in this section shall preclude ACE from pursuing Tribal Partnership Agreements with any other federally recognized tribe that meets the criteria of Section 302 and expresses willingness to enter such an agreement.

## TITLE IV

# FUNDING AND ECONOMIC SOVEREIGNTY

### Sec. 401. Funding Philosophy

The United States Government, through its legislative, executive, and judicial branches, bears direct and documented responsibility for the economic conditions that this Act seeks to remedy including but not limited to slavery, the Black Codes, convict leasing, redlining, urban renewal displacement, mass incarceration, and the termination and allotment policies imposed upon Native nations. Accordingly, while federal grant resources shall be utilized where available and strategically advantageous, they shall not constitute the primary funding foundation of ACE.

The primary funding of ACE shall derive from the community itself, from Black and Native American individuals of means who understand the historic nature of this project and choose to invest in it as an act of cultural, economic, and civilizational responsibility.

### Sec. 402. Primary Funding Sources

ACE shall pursue the following primary funding sources, in order of priority:

21. Major donor investment from high-net-worth Black and Native American individuals and families, solicited through a direct engagement campaign targeting philanthropists, entertainers, athletes, executives, and entrepreneurs whose wealth derives from or is connected to Black and Native American communities;
22. Community Investment Bonds issued to ACE community members and allied investors at entry points accessible to a broad range of income levels, with minimum investment of five hundred dollars (\$500) and structured returns tied to ACE development milestones;
23. Cooperative enterprise revenue generated by ACE-owned agricultural operations, energy production, manufacturing cooperatives, and commercial enterprises within ACE Territory from the earliest possible phase of development;
24. Mission-aligned philanthropic foundations and impact investors whose funding criteria align with Indigenous sovereignty, Black economic empowerment, and community-controlled development.

### Sec. 403. Supplementary Federal Funding

Federal grant and loan programs shall be treated as supplementary instruments that accelerate ACE development but do not define its pace or direction. ACE shall pursue the following federal programs as strategic supplements:

- U.S. Department of Housing and Urban Development: Indian Housing Block Grant (IHBG), IHBG-Competitive, and Indian Community Development Block Grant (ICDBG) programs;
- U.S. Economic Development Administration: Public Works and Economic Adjustment Assistance grants, Indigenous Communities Program, and Planning and Technical Assistance grants;
- U.S. Department of the Treasury CDFI Fund: Native American CDFI Assistance (NACA)

Program and Majority Lending Institution designation under the Majority Lending Program;

- U.S. Department of Energy: Tribal Energy grants and Justice40 Initiative eligible programs;
- U.S. Department of Agriculture: Rural Business Development Grants and Rural Development programs applicable to tribal land development.

ACE's acceptance of federal funding for any project shall not grant the federal government any governance authority, approval rights, or oversight control over ACE community operations beyond that which is required by the specific funding program's terms.

**Sec. 404. ACE Majority Lending Institution Network**

ACE shall establish a network of Majority Lending Institutions within ACE Communities, providing:

- Home purchase loans and lease-to-own financing for ACE residents;
- Small business and cooperative enterprise loans;
- Community Investment Bond administration;
- Financial literacy education and credit-building programs for ACE residents;
- Rotating savings and collective investment programs modeled on African Susu and Indigenous Potlatch traditions.

## TITLE V

# COMMUNITY DEVELOPMENT - THE FOUR PHASES

### **Sec. 501. Overview of Phased Development**

ACE community development shall proceed through four sequential and overlapping phases, each building upon the institutional, financial, and physical infrastructure established in the preceding phase:

#### **PHASE 1 - THE MOVEMENT (YEARS 0–2)**

- Establish ACE Inc. (501(c)(3)) and ACE Development LLC, the legal formation that converts ACE from a vision held by one person into a governed institution. Until these entities are formed, ACE exists only as an idea. Legal formation is the act that makes ACE real and survivable beyond any individual;
- Recruit and seat the Native American Co-Chair as the single most urgent pre-institutional act of Phase 1. This is the most consequential early hire in ACE history: the right Co-Chair opens every tribal council door and converts ACE from a Black American initiative seeking tribal partnership into a genuine Black-Native coalition from its founding moment. No tribal outreach shall be initiated until the Native American Co-Chair is in place. Following this appointment, retain tribal law counsel and complete the Founding Board;
- Initiate tribal engagement with priority nations identified in Section 304;
- Launch grassroots awareness campaign through town halls, HBCU partnerships, and community networks;
- Secure initial major donor commitments and begin Community Investment Bond program;
- Complete site selection and execute first Tribal Partnership Agreement.

#### **PHASE 2 - TERRITORY (YEARS 2–7)**

- Break ground on first ACE Community under the executed Tribal Partnership Agreement;
- Build foundational infrastructure in sequence: water systems, energy grid, roads, residential lots, first homes, core community services;
- Launch ACE agricultural cooperative, first MLI branch, and pilot commercial enterprises;
- Open Phase 1 ACE Freedom School (K–8) and vocational training program;
- Establish ACE Peacekeeping Corps, fire and EMS, and dispatch systems;
- Achieve community operational self-sufficiency by end of Phase 2.

#### **PHASE 3 - THE CITY (YEARS 7–15)**

- Scale first ACE Community toward a pioneer population target of not less than three hundred thousand (300,000) residents by the end of Phase 3. This figure reflects realistic migration modeling: mass voluntary relocation follows demonstrated success, not vision alone. Early adopters and ideological pioneers constitute the first cohort; the pragmatic majority relocates only after ACE has proven sustained operational performance. ACE

does not measure itself against the full 32 million addressable population in Year 15, it measures itself against 300,000 committed, housed, and economically integrated residents who constitute the proof of concept that drives national Phase 4 replication;

- Establish full municipal services including city governance, ACE Community Court, comprehensive healthcare system, and K–12 through university education;
- Launch ACE Media Network and cultural institutions;
- Diversify economic base across agriculture, technology, manufacturing, renewable energy, and cultural tourism;
- Begin development of second ACE Community under a new Tribal Partnership Agreement.

#### **PHASE 4 - CIVILIZATION (YEARS 15–25)**

- Operate a national network of not fewer than ten (10) ACE Communities across five (5) geographic regions;
- Establish the ACE University System with not fewer than three (3) accredited campuses;
- Develop international trade relationships with African, Caribbean, and Indigenous nations;
- Operate ACE as a recognized economic and political bloc with an annual economic output exceeding fifty billion dollars (\$50,000,000,000);
- Pursue formal recognition by the United Nations Permanent Forum on Indigenous Issues and aligned international bodies.

## TITLE VI

# EDUCATION SYSTEM

### Sec. 601. ACE Education Framework

ACE shall establish a comprehensive, sovereign education system spanning early childhood through doctoral study, governed by the ACE Chief Education Officer and the Education Committee of the Founding Board. All ACE educational institutions shall be grounded in three co-equal philosophical pillars: cultural identity, economic empowerment, and civic leadership.

### Sec. 602. Cultural Integration Mandate

Pan-African and Indigenous history, language, art, and governance traditions shall not be taught as elective or supplementary subjects. They shall be integrated as foundational lenses through which all academic subjects are taught, from kindergarten through doctoral study. This mandate shall be embedded in the ACE Governing Charter and protected from any accreditation condition that would require its removal or marginalization.

### Sec. 603. Education Tiers

The ACE education system shall comprise the following tiers:

25. Early Childhood (Kindergarten through Grade 3): Identity formation, oral tradition, land-based learning, numeracy through community context, and introduction to Native language and African diaspora languages;
26. Elementary (Grades 4–6): Deepened academic rigor with economic and civic framing; project-based learning connected to ACE community operations; cultural history from primary sources;
27. Middle School (Grades 7–9): Track introduction across STEM and environment, business and finance, arts and media, civic and law, and health and wellness; mandatory Grade 8 community apprenticeship;
28. High School (Grades 10–12): Advanced coursework aligned with national accreditation standards and ACE cultural curriculum; dual enrollment with ACE University; senior capstone community project; 200-hour community service requirement;
29. ACE Vocational and Trade Institute: Two-year post-secondary programs in solar and energy systems, construction, agriculture, cybersecurity, community health, media production, culinary enterprise, and other trades essential to ACE infrastructure;
30. ACE University System: Accredited undergraduate and graduate programs in law, medicine, business, engineering, education, African and Indigenous studies, media and arts, and environmental science.

### Sec. 604. Accreditation Strategy

ACE shall pursue educational accreditation through the following phased approach:

- K–12 institutions shall seek Bureau of Indian Education (BIE) approval as tribally chartered schools, which provides federal recognition and curriculum flexibility without subjecting ACE schools to state department of education oversight;
- K–12 institutions shall simultaneously pursue regional accreditation through AdvancED/Cognia to ensure national diploma recognition;
- ACE University shall operate initially under a formal degree-granting partnership with an established Historically Black College or University (HBCU), pursuant to which the HBCU grants degrees while ACE delivers instruction on ACE Territory;
- ACE University shall pursue independent regional accreditation through the Higher Learning Commission (HLC) or SACSCOC within seven (7) years of first enrollment;
- Individual professional schools within ACE University shall pursue relevant body accreditation (ABA, LCME, AACSB, ABET) as institutions mature.

## TITLE VII

# PUBLIC SAFETY AND RESTORATIVE JUSTICE

### **Sec. 701. Public Safety Philosophy**

ACE public safety systems shall be grounded in the principle that safety is an act of community care, not an instrument of control. All ACE safety structures shall be designed to protect the community from harm, including the harm historically inflicted by conventional law enforcement systems upon Black and Native American communities. The ACE public safety model shall be characterized by tiered response, restorative justice, community accountability, and the full exercise of tribal jurisdiction to limit outside law enforcement access to ACE Territory.

### **Sec. 702. ACE Peacekeeping Corps**

ACE shall establish a community-based Peacekeeping Corps comprising three response tiers:

31. Tier 1 - Community Care Responders (unarmed): Trained social workers, mental health professionals, and community mediators who shall handle the majority of all calls for service, including wellness checks, neighbor disputes, mental health crises, and non-violent community conflict;
32. Tier 2 - Peace Officers (armed, investigative): Trained officers who handle crimes in progress, serious threats, and situations escalated from Tier 1, with de-escalation as the primary tool and use of force as the last resort;
33. Tier 3 - Rapid Response Unit: Activated only for active threat situations, external interference, or sovereign protection incidents, requiring authorization from the ACE Safety Director or Tribal Co-Governance Council.

### **Sec. 703. Restorative Justice System**

ACE shall establish a Restorative Justice Office administering three tracks of community accountability:

34. Community Circle: For interpersonal conflict and minor harm, facilitated by trained peacemakers using Indigenous circle practices;
35. ACE Community Court: For serious harm, heard by a panel of three ACE judges with outcomes including restitution, community service, counseling, and structured community separation, but not referral to the state carceral system as a first resort;
36. Federal Interface: For federal crimes subject to the Major Crimes Act, with ACE legal counsel managing all interaction with federal authorities and ensuring ACE community members receive full legal representation.

### **Sec. 704. Community Safety Board**

An elected Community Safety Board of seven (7) members, four (4) Black American and three (3) Native American, shall hold full oversight authority over the ACE Peacekeeping Corps, including

the power to review all use-of-force incidents, approve the safety budget, hire and terminate the Safety Director, and initiate independent investigations. No active safety employee shall serve on the Community Safety Board.

**Sec. 705. Jurisdictional Sovereignty**

ACE shall fully exercise the tribal jurisdiction available under federal law to limit the access of outside law enforcement agencies to ACE Territory. ACE shall maintain legal counsel on permanent retainer with a two-hour response commitment for any jurisdictional challenge. All interactions between outside government agencies and ACE personnel on ACE Territory shall be documented and reviewed by ACE legal counsel within 24 hours.

## TITLE VIII

# HEALTHCARE AND WELLNESS

### **Sec. 801. Foundational Philosophy**

ACE healthcare is built on three foundational rejections of the American medical model. First: health is not a commodity. No ACE resident shall ever face a medical bill that threatens their financial survival; the ACE MediSave system pre-funds all care from payroll contributions. Second: Western medicine is not the only medicine. Indigenous and African healing traditions are co-equal care modalities within ACE facilities, not alternative therapies appended to a Western system. Third: the body cannot be separated from history. The documented health disparities facing Black and Native communities are the direct biological consequence of generational trauma, environmental racism, and medical neglect. ACE healthcare treats root causes, not only symptoms, and builds cultural trust as a clinical instrument.

### **Sec. 802. ACE Healthcare Institutions - Phased Development**

ACE shall establish the following healthcare institutions in sequence:

#### **Phase 2 - ACE Community Health Clinic**

- A comprehensive primary care clinic, structured as a Federally Qualified Health Center (FQHC) or tribal equivalent, providing family medicine, internal medicine, pediatrics, geriatrics, dental, and vision services to all ACE residents regardless of ability to pay;
- A traditional healing suite co-located within the clinic, staffed by credentialed Indigenous and African diaspora healers practicing as primary care providers within the ACE health system;
- Integrated mental health services co-located at point of primary care, staffed by licensed therapists, trauma counselors, and peer support specialists;
- An ACE-operated pharmacy dispensing modern pharmaceuticals and approved traditional remedies, with a living contraindication reference maintained jointly by physicians, pharmacists, and traditional healers;
- Extended operating hours of not less than 7am to 9pm, seven days per week.

#### **Phase 3 - ACE Community Hospital**

- A 50–150 bed community hospital designed to Critical Access Hospital standards, with full emergency services, trauma capability, obstetric surgical suite, and specialty clinics in cardiology, oncology, endocrinology, and nephrology;
- A dedicated traditional healing wing within the hospital providing private, sacred space for ceremony, plant medicine, and spiritual healing practices;
- An ACE Birth Center connected by direct corridor to the obstetric surgical suite, providing midwifery-led birth services for low-risk deliveries with immediate transfer capability.

### Phase 3–4 - ACE Specialty Facilities

- ACE Elder Care Center: Community-owned long-term and assisted living for ACE elders, governed by the ACE Health Authority;
- ACE Rehabilitation Center: Physical therapy, occupational therapy, and substance use recovery programs, all trauma-informed and culturally grounded;
- ACE Medical Research Institute: A research arm attached to the ACE College of Medicine, focused exclusively on conditions and treatment modalities most relevant to Black and Native populations, with findings published openly and integrated into ACE clinical protocols.

#### Sec. 803. Maternal and Birth Health

The Black maternal mortality crisis, in which Black women die in childbirth at three times the rate of white women, is a direct and documented consequence of implicit clinical bias, inadequate postpartum monitoring, and the absence of culturally trusted birth support. ACE declares the elimination of this disparity within ACE communities as a primary healthcare mandate, to be achieved through the following:

- Universal community doula assignment: Every ACE pregnant person shall be assigned a trained, salaried community doula from confirmation of pregnancy through twelve months postpartum. Doulas shall be Black or Native women residing within the ACE community, trained and certified through the ACE Vocational Health Institute;
- ACE Birth Center operations: Midwifery-led birth for all low-risk deliveries, with birth rooms designed to accommodate traditional birth practices, family presence, and ceremonial elements as determined by the birthing person and family;
- Enhanced postpartum protocol: Home visit within 48 hours of birth; clinic visits at 2 weeks, 6 weeks, and 3 months; doula contact weekly for the first 30 days postpartum;
- Traditional postpartum support: Community-organized postpartum care drawing on African and Indigenous cultural traditions of communal support for new mothers, formally integrated into the ACE healthcare postpartum plan.

#### Sec. 804. Mental Health and Historical Trauma

ACE adopts the framework of historical trauma, the cumulative intergenerational psychological wound carried by communities subjected to sustained oppression, as a primary public health construct governing the design of its mental health system. Mental health services shall be co-located with primary care at every ACE health facility, with walk-in availability at all clinic operating hours. The ACE mental health system shall comprise:

- Licensed clinical services: Licensed therapists and psychiatrists providing culturally adapted evidence-based therapies, including Trauma-Focused Cognitive Behavioral Therapy and culturally adapted EMDR, with no session limits for ACE residents;
- Peer support specialists: Compensated community members with lived mental health experience integrated into clinical care teams;

- Healing circles: Facilitated community healing groups using Indigenous talking circle and African communal healing traditions, addressing grief, trauma, addiction, and community conflict;
- Substance use recovery: Medication-assisted treatment combined with culturally grounded healing circles, peer support, land-based healing programs, and the economic stabilization provided by ACE housing and CPF systems;
- School-based mental health: A full-time licensed therapist placed in every ACE school above Grade 3, with a clinical caseload not to exceed standards enabling genuine therapeutic work.

### **Sec. 805. Traditional Healing Integration Protocol**

ACE shall establish a formal Traditional Healing Integration Protocol governing the co-practice of Indigenous and African diaspora healing traditions alongside modern medicine within all ACE health facilities. The Protocol shall require:

- Patient preference disclosure at intake, with care teams assembled accordingly;
- Shared electronic health records documenting traditional healing consultations, herbal treatments, and ceremonial participation alongside clinical notes;
- A living contraindication reference database maintained jointly by ACE physicians, pharmacists, and traditional healers;
- Bidirectional referral: Physicians may refer patients to traditional healers; traditional healers may refer patients to physicians; neither referral direction is treated as secondary;
- Annual outcomes publication: ACE shall publish an annual Community Health Report tracking outcomes across both systems, informing continuous protocol refinement.

### **Sec. 806. Healthcare Workforce Development**

The long-term goal of ACE healthcare is full internal workforce self-sufficiency; a majority of ACE healthcare providers trained within ACE's own educational pipeline within fifteen (15) years of first community establishment. The workforce pipeline shall run from the ACE school health track (Grades 7–12) through the ACE Vocational Health Institute, through ACE University pre-health programs, and into the ACE College of Medicine and Healing. Graduates of the ACE College of Medicine who receive community scholarship funding shall fulfill a service commitment of not less than three (3) years within ACE healthcare facilities post-graduation. For the interim period, ACE shall prioritize recruitment from Historically Black Colleges and Universities with medical programs and from Indian Health Service alumni, and shall offer a compensation package including competitive salary, ACE community housing, full CPF enrollment, and a culturally affirming professional environment, designed to attract the most committed Black and Native healthcare professionals in the nation.

### **Sec. 807. Biomedical Research Equity and the ACE Pharmacogenomics Standard**

ACE adopts as a foundational clinical and ethical position the following documented scientific reality: Western pharmaceutical medicine was developed primarily through research conducted on genetically homogeneous laboratory animals and clinical trial populations that systematically

excluded people of color, and its resulting drug formulations, dosing standards, and safety profiles cannot be presumed to apply equally or safely to Black and Native American patients.

### **The research pipeline problem**

The standard preclinical research model relies on the C57BL/6 inbred laboratory mouse, a genetically homogeneous strain created through selective breeding that does not represent the genetic diversity of wild mouse populations and bears no meaningful relationship to the genetic diversity of the human species. When pharmaceutical compounds are tested on this strain, efficacy and safety data is generated for a single, artificially uniform genetic background. This data is then extrapolated to human populations of profound genetic diversity without adequate validation across that diversity.

This problem is compounded at the human clinical trial stage. Mandatory inclusion requirements for racial and ethnic minorities in federally funded clinical trials remain inadequately enforced and insufficiently designed to produce statistically meaningful subgroup data. Analysis of FDA drug approvals consistently shows that Black patients represent a small fraction of clinical trial participants while bearing disproportionate burdens of the diseases being studied. The result is a pharmaceutical approval system that treats European-ancestry genetic profiles as the human default and everyone else as an afterthought.

### **The genetic basis of differential drug response**

People of African descent carry the greatest genetic diversity of any human population on earth a function of being the oldest continuous human population with the most accumulated genetic variation. This diversity has direct pharmacological consequences. The cytochrome P450 enzyme system, which metabolizes the majority of pharmaceutical drugs in the human body, exhibits well-documented genetic variants that differ significantly in prevalence between African-descent and European-descent populations. Standard pharmaceutical dosing is calibrated to the variant most common in European populations. When a Black patient receives a standard dose of a drug metabolized by a P450 variant they are statistically less likely to carry, the result may be underdosing, overdosing, or adverse reaction, not because the patient responded abnormally, but because the dose was never validated for their biology.

Similar documented pharmacogenomic differences affect cardiovascular medications, anticoagulants, psychiatric medications, and analgesics, drug classes central to managing the conditions most prevalent in both Black and Native American communities. ACE treats awareness of these differences not as specialized knowledge for subspecialists, but as foundational competency required of every ACE-trained healthcare provider.

### **The ACE pharmaceutical standard**

ACE shall establish a Pharmaceutical Review Board comprising ACE physicians, pharmacists, pharmacogenomics specialists, and traditional healing practitioners, charged with the following responsibilities:

- Reviewing every pharmaceutical in the ACE formulary against the available evidence base for efficacy and safety in Black and Native American patient populations specifically;
- Flagging any drug whose approval trial population was less than ten percent (10%) Black or Indigenous, or for which no published pharmacogenomic subgroup analysis exists, for

enhanced monitoring and alternative consideration;

- Developing ACE-specific dosing guidance for high-use medications where population-specific pharmacokinetic data exists, in consultation with ACE University's College of Medicine research faculty;
- Prioritizing traditional plant medicines and remedies with documented histories of use within Black and Indigenous communities as first-line or co-first-line options where clinical evidence supports their equivalence or superiority to pharmaceutical alternatives with inadequate validation in these populations;
- Publishing an annual ACE Formulary Report documenting the evidence basis for each formulary decision, accessible to all ACE residents and healthcare providers.

### **The ACE Medical Research Institute mandate**

The ACE Medical Research Institute, established under Section 802 of this Title, shall treat the generation of pharmacological and clinical evidence for Black and Native American populations as its primary research mission. Priority research areas shall include:

- Pharmacokinetic studies of commonly prescribed medications in Black and Native American populations, with particular focus on cardiovascular, metabolic, psychiatric, and analgesic drug classes;
- Comparative efficacy studies examining traditional plant medicines used within ACE's tribal partner communities and African diaspora healing traditions against pharmaceutical alternatives for conditions of high prevalence in both populations;
- Epigenetic research documenting the biological mechanisms through which historical trauma, chronic stress, and environmental racism manifest as measurable health disparities;
- Maternal health research focused on the identification of clinical interventions proven to reduce adverse birth outcomes in Black women specifically, including investigation of the role of provider bias, pain management protocols, and continuity of care;
- Documentation and clinical validation of Indigenous and African traditional medicine practices, building a peer-reviewed evidence base that supports their formal integration into ACE clinical protocols and their potential adoption by broader medical institutions.

### **ACE medical education standard**

Every physician trained at the ACE College of Medicine and Healing shall complete mandatory coursework in pharmacogenomics with specific attention to African and Indigenous population genetic variants, the history of racial exclusion in biomedical research, the documented limitations of standard dosing protocols for non-European populations, and the clinical evidence base for traditional healing practices used within ACE communities. This is not elective content. It is the core of what it means to practice medicine in an ACE community, and ACE physicians shall graduate as among the most rigorously informed practitioners in the nation on the intersection of genetics, race, and drug response.

## TITLE IX

# GOVERNANCE AND LEGAL SOVEREIGNTY

### **Sec. 901. ACE Governing Charter**

The ACE Founding Board shall draft, publish for community review, and ratify an ACE Governing Charter within twenty-four (24) months of the execution of the first Tribal Partnership Agreement. The Charter shall serve as the constitutional document of ACE Communities and shall include:

- A Bill of Rights affirming the rights of all ACE residents to housing, education, healthcare, cultural expression, due process, and participation in community governance;
- The structure and authority of the Co-Governance Council;
- The structure and authority of elected community councils for each ACE Community;
- The dual leadership principle as a non-waivable governance requirement;
- The mandate for Pan-African and Indigenous cultural integration across all ACE institutions;
- The restorative justice system as the foundational approach to community accountability;
- The Community Safety Board and its authority;
- Amendment procedures requiring supermajority approval by both ACE leadership and the Tribal Co-Governance Council.

### **Sec. 902. External Political Strategy**

ACE shall pursue a coordinated external political strategy designed to protect ACE sovereignty, advance the legal and policy interests of both Black and Native American communities, and expand the conditions necessary for ACE's long-term success. This strategy shall include:

- Cultivation of relationships with sympathetic members of the United States Congress and state legislatures;
- Coalition building with established civil rights organizations, Indigenous rights organizations, and international human rights bodies;
- Pursuit of formal recognition and standing before the United Nations Permanent Forum on Indigenous Issues;
- A public communications and media strategy coordinated through the ACE Media Network. ACE shall additionally prepare and maintain, on permanent retainer with its legal counsel, companion legal briefs pre-arguing the strongest counterarguments to ACE's three most legally challengeable provisions: the Black American Tax Equity Initiative established in Title XV; the jurisdictional sovereignty claims established in Title XX; and the ACE Pharmaceutical Review Board's authority to override standard pharmaceutical protocols established in Title VIII, Section 807. These briefs are updated annually and ready to deploy within 48 hours of any legal challenge. ACE does not wait to be challenged to prepare its defense.

## TITLE X

# FOOD SOVEREIGNTY, AGRICULTURE, AND ENVIRONMENTAL STEWARDSHIP

### **Sec. 1001. The Native Agricultural Sovereignty Principle**

Native American tribal nations are not passive land providers in the ACE food and agricultural system. They are the senior partners. The agricultural knowledge held by ACE's tribal partner nations developed across generations of direct relationship with the specific land, climate, water systems, and ecological conditions of their territories is the foundational resource upon which ACE's food sovereignty is built. ACE formally recognizes this knowledge as a form of institutional expertise equivalent in stature to academic agronomy and structures the ACE Agricultural Cooperative to reflect this recognition through elevated tribal equity stake, formal knowledge-sharing authority, and a teaching role that positions tribal agricultural leaders as the primary educators of aspiring ACE farmers.

This is not a gesture of cultural respect, though it is that too. It is a strategic recognition that the tribal nations on ACE's priority engagement list have been managing livestock operations, dryland farming, and sustainable land stewardship on these exact territories for far longer than any external agricultural institution. The Navajo Nation operates one of the largest sheep and cattle ranching enterprises in the American Southwest. The Lakota nations of the Dakotas have maintained sophisticated bison management relationships with the Great Plains ecosystem for centuries. The Three Sisters agricultural system, corn, beans, and squash grown in mutually beneficial combination, developed by Haudenosaunee and other nations is among the most productive and sustainable intercropping systems ever devised. ACE inherits this knowledge as the foundation of its food economy, not as a supplement to it.

### **Sec. 1002. ACE Agricultural Cooperative - Structure and Tribal Equity**

ACE shall establish an agricultural cooperative on ACE Territory in Phase 2 of development. Unlike the other ACE cooperative enterprises in which tribal partners hold co-governance authority, the ACE Agricultural Cooperative shall assign the tribal partner a majority equity stake in recognition of their senior status as land stewards and agricultural knowledge holders:

- Tribal Partner equity stake: Not less than fifty-one percent (51%) of ACE Agricultural Cooperative ownership shall be held by the Tribal Partner, reflecting their role as primary land stewards, senior agricultural knowledge holders, and the partners whose land and ecological management practices make the cooperative viable;
- ACE community equity stake: The remaining forty-nine percent (49%) of cooperative ownership is distributed among ACE community farmer-members on the basis of labor contribution and capital investment, with no single member holding more than five percent (5%) of total cooperative equity;
- Governance: The Cooperative is governed by a board of seven (7) directors, four (4) appointed by the Tribal Partner and three (3) elected by ACE farmer-members.

The Cooperative board chair rotates annually between a tribal appointee and an ACE elected director;

- Profit distribution: Net cooperative profits are distributed in proportion to equity stake after funding the cooperative's operating reserve and the ACE Agricultural Education Fund described in Section 1003.

### **Sec. 1003. Native Agricultural Knowledge Transfer - The ACE Farming Academy**

ACE shall establish the ACE Farming Academy as a formal knowledge transfer institution within the Agricultural Cooperative, through which tribal agricultural experts serve as the primary educators of aspiring Black farmers entering the ACE food system. The Academy is not a conventional agricultural extension program. It is a structured mentorship institution that treats Indigenous land knowledge as the curriculum and tribal elders and farmers as the faculty.

#### **What the Academy teaches**

- Land reading and soil stewardship: Indigenous practices of reading land health, managing soil fertility through traditional methods, and understanding the specific ecological relationships of the local territory;
- Water management: Tribal water conservation techniques, dryland farming practices, and traditional irrigation methods developed specifically for the arid and semi-arid conditions characteristic of many ACE priority target sites;
- Seed sovereignty: Traditional seed saving, selection, and preservation practices. The ACE Seed Bank maintained jointly by tribal agricultural experts and ACE community farmers preserves both Indigenous heirloom varieties and African diaspora crop varieties as a permanent community food security resource;
- Livestock and land co-management: Tribal livestock management practices, including rotational grazing systems, bison co-management where applicable, and the integration of livestock into sustainable land use that avoids the soil degradation caused by industrial animal agriculture;
- Seasonal and ceremonial agricultural cycles: The integration of planting, harvesting, and land rest cycles with the tribal partner's traditional ceremonial calendar, ensuring that agricultural practice remains connected to cultural practice rather than being reduced to a purely commercial operation.

#### **Academy structure**

- A two-year apprenticeship program in which ACE farming academy students work directly alongside tribal agricultural mentors on active cooperative farm operations, receiving a living stipend funded by the ACE Agricultural Education Fund;
- Academy graduates receive ACE Farmer Certification and priority allocation of cooperative farming plots, along with access to ACE MLI agricultural startup loans at the cooperative enterprise rate;
- Tribal agricultural mentors are compensated at a professional rate from the ACE Agricultural Education Fund, with their compensation structured as both cash income and additional cooperative equity, deepening their long-term stake in the cooperative's success.

**Sec. 1004. Food Production Goals and Distribution**

Within ten (10) years of first ACE community establishment, ACE shall achieve not less than seventy percent (70%) internal food production for each ACE Community, as measured by caloric need. The food distribution system shall be structured to keep agricultural revenue within the community:

- ACE Community Grocery: A community-owned grocery store stocked first with ACE-produced food and secondarily with products from Black and Native American producers nationally. No external grocery chain operates within ACE Territory;
- ACE Farmers Market Network: A weekly market distributing fresh ACE-produced food directly to residents, operated by the cooperative farmer-members;
- ACE Regional Distribution: Surplus production above internal community needs is sold through a regional distribution program, with priority given to Black-owned and tribal-owned grocery and food service businesses;
- ACE Food Export Program: By Phase 3, ACE develops export relationships with African and Caribbean nations for specialty agricultural products, particularly those produced using traditional Indigenous and African growing methods that command premium pricing in international health food and specialty markets.

**Sec. 1005. Energy Independence**

ACE shall pursue full energy independence through community-owned renewable energy infrastructure. The tribal partner's traditional ecological knowledge of local wind patterns, solar exposure cycles, and water resources informs the siting and design of all ACE energy infrastructure, integrating Indigenous environmental knowledge with modern renewable energy engineering:

- Solar array and wind generation sized to produce not less than one hundred twenty percent (120%) of community energy needs, with the surplus twenty percent sold to regional grids under rates established by the Tribal Partner's sovereign utility authority;
- Revenue from energy sales is directed to the ACE Community Services Fund as one of its primary revenue streams, providing recurring income that grows as community population grows;
- Carbon credit revenue from ACE's renewable energy generation and the tribal partner's ongoing sustainable land management practices, sold on voluntary carbon markets with revenue shared between ACE and the Tribal Partner on terms established in the Tribal Partnership Agreement.

**Sec. 1006. Environmental Stewardship and Indigenous Land Practices**

ACE adopts the tribal partner's traditional environmental stewardship practices as the governing framework for all land use within ACE Territory. This includes:

- Prescribed burning: Where the tribal partner's traditional land management includes prescribed burning practices for vegetation management and wildfire risk reduction,

ACE formally incorporates these practices into its land management plan, conducted under the direction of tribal fire stewardship experts;

- Watershed protection: All ACE development is planned with explicit protection of watersheds, springs, and water sources identified by the tribal partner as significant whether for ecological, cultural, or ceremonial reasons with a 500-meter development exclusion zone around all identified significant water sources;
- Sacred site protection: A Sacred Sites Register maintained jointly by the tribal partner and ACE documents all sites of cultural, spiritual, or historical significance within and adjacent to ACE Territory. Development is permanently excluded from registered sacred sites, and access to these sites remains under tribal authority regardless of ACE's development activity around them;
- Wildlife co-stewardship: ACE and the tribal partner establish a Joint Wildlife Stewardship Committee responsible for monitoring and managing wildlife populations within ACE Territory in accordance with the tribal partner's traditional ecological knowledge and applicable federal wildlife law.

### **Sec. 1007. ACE Food Standards - Community Health Policy, Halal Certification, and Swine Prohibition**

#### **The public health foundation**

The food standards established in this Section are grounded in public health evidence, not in governance control or the imposition of any particular religious doctrine. ACE communities are being built in direct response to the documented health catastrophes that have disproportionately afflicted Black and Native American populations for generations — catastrophes that are inseparable from the food environments these communities have been forced to inhabit. ACE designs its food environment from the ground up to correct those conditions, not to replicate them on sovereign land.

The consumption of pork and pork-derived products is among the most extensively documented contributors to the specific chronic disease profile that has devastated both the Black and Native American communities. High blood pressure, type 2 diabetes, cardiovascular disease, obesity, and chronic kidney disease conditions that kill Black and Native Americans at rates significantly higher than the national average are all directly linked in peer-reviewed medical literature to diets high in processed pork products, the saturated fats concentrated in swine flesh, and the sodium levels characteristic of pork-based processed foods that have flooded low-income Black and Native communities for decades. The presence of these products in community food systems is not incidental. It is the predictable result of food environments designed by profit motive rather than by community health. ACE corrects this by design.

The Nation of Islam has made this precise public health argument for over eighty years. Elijah Muhammad's foundational text 'How to Eat to Live' identified pork consumption as a primary driver of the chronic disease burden in Black communities' decades before the epidemiological literature caught up with what he was observing in his community. ACE's food standards vindicate that long-standing position with the full weight of contemporary medical evidence behind them. ACE welcomes the Nation of Islam as a partner in this specific health initiative, and in advancing the broader ACE food sovereignty mission to communities across the country.

## The documented health case against pork consumption

ACE adopts the following documented health findings as the evidentiary basis for its swine prohibition and clean food standards:

- Cardiovascular disease: Swine flesh is among the highest-fat animal proteins consumed in the American diet. Saturated fat consumption at the levels characteristic of pork-heavy diets is directly linked to elevated LDL cholesterol, arterial plaque formation, and the cardiovascular disease mortality that kills Black Americans at a rate sixty percent (60%) higher than white Americans;
- Hypertension: Processed pork products bacon, sausage, ham, hot dogs, and deli meats are among the highest-sodium foods in the American food supply. Sodium consumption at these levels is a primary driver of hypertension, which affects Black Americans at the highest rate of any demographic group in the United States and is a leading cause of the kidney disease and stroke mortality disparities documented in both Black and Native communities;
  - Type 2 diabetes: The combination of high saturated fat, high sodium, and high caloric density characteristic of processed pork products contributes directly to the insulin resistance and obesity that underlie the type 2 diabetes epidemic. Native Americans experience type 2 diabetes at more than twice the national average rate. Black Americans experience it at a rate seventy-seven percent (77%) higher than white Americans. These are not genetic inevitable; they are the predictable outcomes of food environments designed without community health as a priority. ACE redesigns the food environment;
- Parasitic and pathogenic risk: Swine are documented hosts for *Trichinella spiralis*, various tapeworm species, and multiple zoonotic pathogens. Even properly cooked pork carries contamination risks that other protein sources do not, and the processing environments in which commercial pork is produced are consistently among the highest-risk food safety contexts in the American food supply chain;
- Inflammatory response: Emerging research on dietary inflammation identifies arachidonic acid found in high concentrations in pork fat as a significant contributor to chronic systemic inflammation, which underlies cardiovascular disease, diabetes, certain cancers, and the autoimmune conditions that are increasingly prevalent in both communities.

## Halal certification standard - the community health default

Not less than eighty percent (80%) of all food establishments operating within ACE Territory shall be certified halal. Halal certification is ACE's community health default not because ACE mandates religious practice, but because the halal food standard, which prohibits pork, requires clean animal handling, and demands transparency in food sourcing and preparation is structurally aligned with ACE's public health objectives. A community that defaults to halal-certified food is a community that has removed pork from eighty percent of its food service environment, that has raised its food handling and sourcing standards, and that has made clean eating the path of least resistance rather than the exception.

- All food service establishments seeking an ACE Commercial License shall declare their halal certification status at application. Certified halal establishments receive preferred licensing terms and priority placement in ACE commercial districts;
- The ACE Commercial Licensing Board maintains a live compliance dashboard ensuring the 80% halal floor is maintained at all times. When the proportion falls below 80%, the Board prioritizes halal-certified applicants in the next licensing cycle until compliance is restored;
- The remaining twenty percent (20%) of food establishments may operate under standard ACE food safety licensing, subject to the swine prohibition provisions of this Section.

### **Swine prohibition - ACE Territory**

In furtherance of the public health objectives established in this Section, no pig, hog, swine, or swine-derived animal of any kind shall be raised, bred, kept, produced, or maintained within ACE Territory for any purpose commercial, agricultural, or domestic. This prohibition applies comprehensively:

- Agricultural prohibition: No ACE-licensed farm, agricultural cooperative, or food production operation within ACE Territory shall raise, breed, keep, or produce swine of any kind or any product derived from swine. This applies to all land within ACE Territory regardless of the identity of the operator;
- Domestic and pet prohibition: No ACE resident shall keep any pig, hog, miniature pig, teacup pig, or swine of any breed or size as a domestic animal or pet within ACE Territory. This prohibition applies to all residential, commercial, and common areas within ACE boundaries;
- Food production prohibition: No ACE food production facility, processing plant, or manufacturing operation shall process, package, or produce pork or pork-derived products within ACE Territory;
- Institutional prohibition: No pork product or pork-derived ingredient shall be served, sold, or used in food preparation at any ACE-owned or ACE-operated venue, including schools, the hospital, health clinics, government facilities, the community center, and all ACE catering and event services, under any circumstance.

### **Pork products in food service - controlled tribal procurement only**

ACE recognizes that a limited number of food establishments within the twenty percent (20%) non-halal commercial tier may elect to serve or sell pork products to residents who request them. These establishments operate under the following tightly controlled framework:

- Source restriction: All pork and pork-derived products served or sold within ACE Territory must be procured exclusively from tribal farmers operating under the Tribal Partnership Agreement on designated tribal agricultural land outside ACE Territory's farm operations. No commercially produced pork from outside the tribal partnership network may enter ACE food establishments;

- Disclosure mandate: Every food establishment within ACE Territory that serves or sells pork products must display a clearly visible disclosure at its entrance and on all menus identifying the establishment as a non-halal venue and identifying the tribal source of all pork products served. This disclosure is a condition of ACE Commercial Licensing;
- Public register: The ACE Commercial Licensing Board maintains and publishes a real-time register of all pork-serving establishments within ACE Territory, accessible to all residents and visitors through the ACE community information platform;
- Health information posting: All pork-serving establishments are required to post ACE's community health findings on pork consumption as summarized in this Section in a visible location within the establishment. ACE does not prohibit informed adult choice. It ensures that choice is genuinely informed.

### **Partnership with the Nation of Islam on ACE food health initiative**

ACE formally recognizes the Nation of Islam's eight-decade contribution to Black community health education through its dietary teachings, and invites the Nation of Islam to serve as a founding partner in the ACE Food Health Initiative a community education program advancing clean eating, pork-free nutrition, and the elimination of the chronic disease patterns that have diminished Black community health and longevity. The NOI's organizational infrastructure, community trust, and documented experience operating clean food enterprises make them a natural and valued partner in this specific initiative, independent of and in addition to their broader relationship with the ACE mission.

**ACE'S FOOD POLICY IS NOT ABOUT RELIGION. IT IS NOT ABOUT GOVERNMENT CONTROL. IT IS ABOUT A COMMUNITY THAT HAS WATCHED CHRONIC DISEASE KILL ITS PEOPLE FOR GENERATIONS DECIDING THAT ON ITS OWN LAND, BY ITS OWN DESIGN, THAT STOPS NOW.**

**THE ACE AGRICULTURAL COOPERATIVE IS NOT BUILT ON TRIBAL LAND. IT IS BUILT WITH TRIBAL PEOPLE, LED BY TRIBAL KNOWLEDGE, AND STRUCTURED TO MAKE TRIBAL PARTNERS ITS MAJORITY OWNERS. THIS IS WHAT GENUINE PARTNERSHIP LOOKS LIKE.**

## TITLE XI

# MEDIA, CULTURE, AND NARRATIVE SOVEREIGNTY

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### **Sec. 1101. ACE Media Network**

ACE shall establish a community-owned and operated media network comprising digital news, podcast, broadcast, and streaming platforms dedicated to Black and Native American voices, histories, and perspectives. The ACE Media Network shall serve as:

- The primary communications channel for ACE community news and governance;
- A platform for cultural production, documentary, and storytelling that is owned and distributed by the community rather than by external corporate interests;
- A training ground for journalists, producers, and media professionals developed through the ACE Vocational Institute and ACE University School of Media and Arts;
- A counter-narrative institution providing fact-based, community-centered coverage of issues affecting Black and Native American people nationally and internationally.

### **Sec. 1102. Cultural Preservation Mandate**

ACE shall establish a cultural preservation infrastructure including a community archive, oral history program, Indigenous language preservation initiative, and an African diaspora cultural documentation project. These institutions shall be considered core public services, funded at the same priority level as healthcare and education.

## **TITLE XII**

# **GLOBAL ALLIANCES AND EXPANSION**

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### **Sec. 1201. International Relationships**

ACE shall pursue formal trade, cultural, and solidarity relationships with:

- African Union member nations, with priority engagement with Ghana, Nigeria, Senegal, and South Africa;
- Caribbean nations with significant Afro-Caribbean populations;
- Indigenous and Afro-Indigenous communities in Latin America;
- Indigenous solidarity organizations in Canada, Australia, and New Zealand.

### **Sec. 1202. National Replication**

Upon successful establishment and operational self-sufficiency of the first ACE Community, ACE shall initiate the process of establishing additional ACE Communities pursuant to the model and framework established in this Act, with a goal of not fewer than ten (10) operational ACE Communities by Year 25 of ACE's existence.

## TITLE XIII

# COMMUNITY WEALTH AND HEALTH SECURITY

### **Sec. 1301. Purpose and Foundational Model**

ACE shall establish a community-owned wealth and health security system modeled on the foundational principles of Singapore's Central Provident Fund (CPF) and MediSave program two of the most successful community financial security systems in the world. Singapore's approach has produced near-universal home ownership exceeding ninety percent (90%), a population with genuine retirement savings, and a healthcare system in which no resident faces financial ruin from medical costs. ACE shall adopt these principles to a community-owned, cooperative model governed by the ACE Majority Lending Institution network rather than by a government bureaucracy, ensuring that all funds remain within the community and work exclusively for the benefit of ACE residents.

### **Sec. 1302. ACE Community Provident Fund (ACE-CPF)**

ACE shall establish the ACE Community Provident Fund (ACE-CPF), a mandatory structured savings system for all ACE residents engaged in compensated employment or cooperative enterprise within ACE Territory. The ACE-CPF shall function as follows:

- Each ACE resident in compensated employment shall contribute a percentage of gross income, not to exceed twenty percent (20%) into a personal ACE-CPF account, with the percentage and employer match rate established by the ACE-CPF Governing Committee within the first year of operation;
- Each personal ACE-CPF account shall comprise three sub-accounts funded by automatic allocation from each contribution:
  - a. The ACE Housing Account, from which residents may draw for home purchase, lease-to-own payments, and approved home improvement within ACE Territory;
  - b. The ACE Retirement Account, which accumulates interest and is accessible upon reaching the ACE-defined retirement age, providing every resident a dignified and self-funded retirement income;
  - c. The ACE MediSave Account, governed separately under Section 1303 of this Title.
- ACE cooperative enterprises and employers within ACE Territory shall make matching contributions to employee ACE-CPF accounts, with the match rate established by the ACE-CPF Governing Committee and reviewed annually;
- ACE-CPF funds shall be invested exclusively within ACE Territory through the ACE Majority Lending Institution network, in ACE Community Investment Bonds, ACE cooperative enterprises, and ACE real estate development. No ACE-CPF funds shall be invested in external financial markets without explicit approval of the Founding Board and the ACE-CPF Governing Committee;

- The ACE-CPF shall be governed by an independent ACE-CPF Governing Committee comprising three (3) elected ACE residents, two (2) MLI financial professionals, and one (1) member of the Founding Board, with full public reporting of fund performance, investment allocations, and administrative costs on a quarterly basis.

**THE ACE-CPF GOAL: EVERY RESIDENT RETIRES WITH DIGNITY. EVERY RESIDENT OWNS THEIR HOME. NO ACE RESIDENT IS EVER HOMELESS.**

### **Sec. 1303. ACE MediSave Program**

The ACE MediSave Account, a sub-account of each resident's ACE-CPF, shall serve as the primary mechanism for financing healthcare costs within ACE Territory. The ACE MediSave Program shall function as follows:

- A defined percentage of each resident's ACE-CPF contribution shall be automatically allocated to their ACE MediSave Account for use in paying for approved medical services, prescriptions, and wellness programs within the ACE healthcare system;
- ACE shall establish an ACE Community Shield program modeled on Singapore's MediShield Life, as a community-owned catastrophic health insurance pool to which all ACE residents contribute a modest annual premium, ensuring that no resident faces financial catastrophe from serious illness, surgery, or long-term medical care, regardless of the balance in their individual MediSave Account;
- ACE MediSave funds shall only be drawn for services provided within the ACE healthcare system, ensuring that healthcare spending circulates within the community economy rather than flowing to external corporations;
- Preventive care, mental health services, maternal care, and traditional healing consultations shall be fully covered by the ACE MediSave Program at no additional cost, reflecting ACE's foundational commitment to health as a community right rather than a market commodity;
- ACE residents who are elderly, disabled, or otherwise unable to make contributions shall receive ACE MediSave coverage funded through a dedicated community subsidy pool, ensuring universal coverage regardless of employment status.

### **Sec. 1304. Zero Homelessness Mandate**

ACE declares as a foundational and non-negotiable community standard that no ACE resident shall be without stable housing. The ACE Housing Account within the ACE-CPF, combined with the ACE community land trust structure, the lease-to-own housing program, and a dedicated Emergency Housing Reserve maintained by the ACE Housing Authority, shall together ensure that housing instability is structurally impossible within ACE Territory. Where an ACE resident faces housing crisis due to unemployment, health emergency, or other hardship, the community's systems not charity, not bureaucratic welfare shall respond with immediate, dignified housing stabilization.

**Sec. 1305. The ACE Social Contract**

The ACE-CPF and MediSave system together constitute a new social contract between ACE and its residents. Every ACE resident who works, contributes, and participates in the community is guaranteed the following by the time they reach retirement age:

37. A home they own, free and clear, within ACE Territory;
38. A retirement income sufficient to live with dignity within the ACE economy;
39. Comprehensive healthcare coverage for themselves and their dependents, without debt or financial hardship;
40. Free education for their children from early childhood through university within the ACE system.

This is the promise ACE makes. Not as aspiration. As architecture.

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## TITLE XIV

# ACE ECONOMIC SOVEREIGNTY AND COMMUNITY FINANCE

### Sec. 1401. Economic Philosophy

The ACE economy is built on a single governing principle: every dollar generated within ACE Territory shall be structured to circulate within the ACE community as many times as possible before leaving it. The destruction of Black and Native American wealth has been accomplished not only by preventing its accumulation but by ensuring that whatever wealth is accumulated flows immediately outward to institutions, businesses, and systems controlled by others. ACE reverses this by design. The economic system described in this Title is not an aspiration toward wealth, it is an architecture of wealth retention.

The ownership model of ACE enterprise is tiered: ACE as an institution owns and governs the strategic infrastructure layer land, utilities, energy, broadband, and water systems whose revenues fund the community services budget. Above that infrastructure layer, the commercial economy is open to free enterprise by Black and Native American-owned private businesses, cooperatives, and entrepreneurs operating within ACE Territory under ACE commercial licensing. This model draws from Singapore's government-linked company structure for infrastructure while preserving free market dynamism at the commercial level.

### Sec. 1402. The Two-Stream Funding Model

ACE community services education, public safety, healthcare infrastructure, roads, and governance shall be funded through two disciplined, self-sustaining streams modeled on Singapore's integrated public finance approach:

#### Stream 1 - ACE Infrastructure Enterprise Revenue

ACE owns and operates the strategic infrastructure of every ACE community. Revenue generated by these assets funds the community services budget directly, without dependence on resident taxation or government grants:

- ACE Energy Enterprise: The community-owned solar, wind, and where applicable hydroelectric generation system produces energy for internal consumption and sells surplus to regional grids under tribal sovereign utility rates. At full Phase 3 scale, energy revenue is projected to be among the largest single contributors to the community services budget.
- ACE Land and Property: ACE holds the master lease on all ACE Territory and sub-leases residential and commercial parcels to residents and enterprises. Lease revenue — structured to be affordable rather than extractive provides stable, recurring income to the community development fund.
- ACE Broadband and Communications: ACE owns and operates its fiber and wireless communications infrastructure, charging competitive rates to residents and businesses. Infrastructure ownership eliminates the external ISP margin and returns that revenue to the community.

- ACE Water and Waste Systems: Community-owned water purification, distribution, and waste management systems charge cost-recovery rates to residents. Surplus above operating cost is transferred to the community services reserve.
- ACE Agricultural Enterprise: The ACE cooperative farm produces food for internal consumption and regional commercial sale. Surplus agricultural revenue funds the food sovereignty and community nutrition programs.

## **Stream 2 - Community Services Contribution**

Every private enterprise and individual resident operating commercially within ACE Territory shall pay a Community Services Contribution (CSC), a structured fee assessed on commercial revenue and individual earned income above a defined threshold, payable to the ACE Community Services Fund. The CSC is not a tax in the American sense: it is a membership contribution to the shared infrastructure that makes private enterprise within ACE Territory possible and profitable. The CSC rate shall be set by the ACE Co-Governance Council and reviewed annually, with a founding rate not to exceed eight percent (8%) of net commercial revenue for enterprises and five percent (5%) of earned income for individuals above the ACE median income threshold.

The CPF system funds individual services, healthcare through MediSave, housing through the Housing Account, retirement through the Retirement Account, so the CSC-funded Community Services budget covers only collective goods: schools, public safety, roads, parks, cultural institutions, and governance operations. This separation ensures that the community services fund is never burdened with individual welfare obligations that the CPF system is designed to carry.

**THE ACE ECONOMIC GOAL: EVERY DOLLAR THAT ENTERS ACE TERRITORY CIRCULATES WITHIN IT AT LEAST THREE TIMES BEFORE LEAVING.**

### **Sec. 1403. ACE Infrastructure Ownership - The Strategic Layer**

ACE shall own, in perpetuity and in the name of the community, the following categories of infrastructure within every ACE community:

41. Land: All ACE Territory is held under the master tribal land lease and is never sold to external parties. Residential and commercial parcels are sub-leased to residents and enterprises on long-term terms.
42. Energy generation and distribution systems: All solar arrays, wind generation, battery storage, and distribution infrastructure within ACE Territory.
43. Water systems: All wells, purification facilities, storage, distribution pipes, and waste management infrastructure.
44. Communications: All fiber optic cable, wireless towers, and communications switching infrastructure within ACE Territory.
45. Agricultural land and cooperative farm infrastructure: All farm equipment, irrigation systems, processing facilities, and seed bank infrastructure.
46. Transportation infrastructure: All internal roads, transit systems, and logistics facilities within ACE Territory.

No infrastructure asset in the above categories shall be privatized, sold, or transferred to external ownership without a supermajority vote of the ACE Co-Governance Council and ratification by ACE residents in a community referendum. Infrastructure ownership is the material basis of ACE sovereignty; it is not a balance sheet asset to be monetized.

### **Sec. 1404. Commercial Economy - Free Enterprise Within ACE Territory**

Above the infrastructure layer, the ACE commercial economy is open and dynamic. Black and Native American-owned private businesses, cooperatives, and sole proprietors may operate freely within ACE Territory under an ACE Commercial License, subject to the following framework:

#### **ACE Commercial Licensing**

- Any Black or Native American individual or entity may apply for an ACE Commercial License to operate a business within ACE Territory. License approval is subject to verification of ownership, compliance with ACE community standards, and payment of the Community Services Contribution.
- Businesses majority-owned by ACE residents, receive preferred licensing terms, including reduced CSC rates in their first three years of operation, priority access to ACE MLI financing, and preferred placement in ACE commercial districts and marketplace platforms.
- External businesses, those not majority Black or Native American owned, may operate within ACE Territory only as minority partners in joint ventures with ACE-licensed majority owners, and are subject to the standard CSC rate plus an external enterprise surcharge assessed to compensate the community for the outward flow of profits.

#### **Cooperative enterprise - the preferred commercial model**

While private enterprise is fully permitted, ACE actively promotes and incentivizes the cooperative ownership model as the preferred structure for commercial enterprise within ACE Territory. Worker-owned cooperatives, consumer cooperatives, and producer cooperatives all receive the following advantages over conventional private businesses:

- Priority access to ACE MLI financing at the lowest available interest rates;
- Reduced Community Services Contribution rate of three percent (3%) in perpetuity, recognizing that cooperatives inherently retain wealth within the community through distributed ownership;
- Priority contracts with ACE institutions, the clinic, schools, hospital, and government operations, for goods and services within their sector;
- Featured placement on the ACE Community Marketplace platform with no listing fee.

### **Sec. 1405. ACE Majority Lending Institution Network**

The ACE Majority Lending Institution (MLI) network is the financial backbone of the ACE economy, the institution through which capital is accumulated, circulated, and deployed within the community. The term Majority reflects the collective economic majority status of Black and Native American communities when considered together as a unified economic force.

## MLI structure and services

- Each ACE community shall establish at minimum one (1) ACE MLI branch upon Phase 2 community establishment, with additional branches added as population grows;
- ACE MLIs shall offer, home purchase and lease-to-own financing for ACE residents; small business and cooperative enterprise loans; Community Investment Bond issuance and administration; ACE-CPF account administration; personal savings and checking accounts; and financial literacy and credit-building programs;
- ACE MLI interest rates on home and business loans shall be set at cost-of-capital plus a margin not to exceed two percent (2%), structured to be the most competitive financing available to Black and Native borrowers in the United States;
- ACE MLIs shall maintain a Loan Loss Reserve funded by a percentage of all loan origination fees, ensuring that a community member who experiences financial hardship does not lose their home or business to ACE's own lending institution, workout plans and forbearance are mandatory first responses to delinquency, not foreclosure.

## The internal circulation mandate

All ACE MLI deposits shall be lent exclusively within ACE Territory. No ACE MLI funds shall be invested in external financial markets, external real estate, or external enterprises without explicit authorization of the ACE Co-Governance Council. This is the mechanism by which the U.S. dollar the only currency ACE uses, circulates internally rather than flowing outward to external financial institutions upon deposit. When an ACE resident deposits their paycheck at the ACE MLI, that money is lent to their neighbor to start a business, to the family down the road to buy their home, or to the cooperative farm to purchase equipment. The dollar stays in the community and works for the community.

### Sec. 1405a. ACE Economic Solidarity Culture - Building the Behavioral Ecosystem

The ACE economic model depends on a behavioral reality no legal structure can compel: ACE residents choosing to spend, bank, and invest within ACE institutions when external alternatives are available and sometimes more convenient. Economic solidarity of this depth does not emerge naturally even within strongly aligned communities. Black Wall Street in Greenwood achieved a dollar circulation rate of approximately thirty-six times before a dollar left the community — not through legal mandate but through a culture of intentional community investment built over decades. ACE must build this culture deliberately from day one. ACE shall establish and maintain:

- ACE Economic Solidarity Education: A mandatory financial literacy and community economics curriculum integrated into ACE schools at every level, teaching from childhood that where residents spend, bank, and invest is a community decision with community consequences. Economic solidarity is framed as rational self-interest — every dollar spent at an ACE enterprise returns value to the community that employs, educates, and houses the spender;
- ACE Buy-Within Campaign: A permanent community awareness campaign through the ACE Media Network, measuring and publishing the ACE dollar circulation rate quarterly. The community sees in real time how many times a dollar circulates before leaving, and the campaign celebrates milestones and identifies gaps;

- ACE Business Directory and Preference Platform: A community-wide digital and physical directory of every ACE-licensed business, updated in real time, making it as easy as possible for residents to find ACE alternatives before defaulting to outside spending;
- ACE Loyalty Network: A community-wide loyalty program in which residents earn ACE community credits for spending within ACE-licensed businesses, redeemable for discounts at ACE institutions, priority access to cooperative equity shares, and CPF account contributions. The network makes choosing ACE businesses economically advantageous in the immediate term;
- Community Economic Solidarity Covenant: A voluntary but publicly celebrated commitment by ACE residents and businesses to prioritize ACE institutions for a defined percentage of their spending, banking, and investment. Covenant signatories are recognized in the ACE Community Record;
- Annual Dollar Circulation Report: Published by the ACE Policy Institute, measuring the ACE economy's internal circulation rate, identifying leakage to external markets, and recommending institutional responses. Presented publicly to the ACE Community Assembly.

### **Sec. 1406. ACE Revenue Streams - Diversified Economic Base**

ACE shall develop and maintain a diversified portfolio of revenue streams across the following sectors, ensuring that no single economic disruption can threaten the community's financial stability:

#### **Agriculture and food**

- ACE cooperative farm producing staple crops, specialty produce, and livestock for internal consumption and regional commercial sale;
- ACE food processing facility producing packaged goods sold under the ACE brand through regional distribution and direct-to-consumer channels;
- ACE Community Grocery, a community-owned grocery store stocked first with ACE-produced food, secondarily with products from Black and Native American producers nationally;
- ACE Farm-to-Table restaurant cooperative operated by ACE culinary graduates, generating income for ACE farmers and the culinary cooperative simultaneously.

#### **Energy**

- Solar array and wind generation producing energy for internal ACE use and surplus sold to regional grids;
- ACE Energy Services offering installation, maintenance, and energy consulting services to neighboring communities and tribal nations, a revenue-generating export of ACE expertise;
- Carbon credit revenue from ACE's renewable energy generation and sustainable land management practices, sold on voluntary carbon markets.

## Technology and digital economy

- ACE Tech Park, a commercial campus on ACE Territory offering office and lab space to Black and Native American-owned technology companies at below-market rates in exchange for ACE equity stakes and local employment commitments;
- ACE Digital Marketplace, a community-owned e-commerce platform where ACE-licensed businesses sell directly to consumers nationally, with platform fees retained by ACE rather than flowing to Amazon or Shopify;
- ACE Cybersecurity Services, an enterprise cybersecurity firm staffed by ACE vocational and university graduates, offering services to tribal governments, HBCUs, and Black-owned businesses nationally.

## Tourism and culture

- ACE Heritage Tourism, the only community in America built jointly by Black and Native Americans becomes a significant cultural destination. Museum, heritage trail, festival circuit, and conference facilities generating hospitality and tourism revenue;
- ACE Cultural Arts District, galleries, performance venues, studios, and a recording facility generating revenue and elevating ACE as a cultural capital;
- ACE Conference and Retreat Center, a facility hosting civil rights organizations, HBCUs, tribal governments, and progressive institutions for conferences, retreats, and summits, generating consistent hospitality revenue.

## Manufacturing

- ACE Construction Materials Cooperative, producing sustainable building materials from ACE Territory resources, supplying ACE construction projects and selling regionally;
- ACE Textile and Apparel Cooperative, producing ACE-branded clothing and merchandise as well as contract manufacturing for Black-owned fashion brands;
- ACE Pharmaceutical and Herbal Products, manufacturing traditional remedies and supplements validated through the ACE Research Institute, distributed nationally through health and wellness channels.

### **Sec. 1407. Community Investment Bonds - Mobilizing the Community as Investor**

ACE shall issue Community Investment Bonds as a primary capital-raising instrument, enabling Black and Native American individuals at every income level to become investors in and co-owners of ACE development. The Bond program shall be structured as follows:

- Minimum investment of five hundred dollars (\$500), with tiers at \$500, \$2,500, \$10,000, and \$50,000, ensuring that the program is accessible to working-class community members, not only to high-net-worth investors;
- Bonds shall carry a fixed annual return not to exceed five percent (5%), paid from ACE infrastructure enterprise revenues, with principal returned at maturity;
- Bond terms of five (5), ten (10), and twenty (20) years, allowing investors to choose a time horizon aligned with their financial planning;

- ACE residents who invest in Community Investment Bonds receive a residency equity credit, a portion of their return is applied toward ownership equity in ACE community infrastructure, converting bondholders into co-owners over time;
- The Bond program is marketed exclusively within Black and Native American communities in its first five (5) years, ensuring that the first wave of capital and the co-ownership it conveys belongs to the communities ACE is built to serve.

### **Sec. 1408. Major Donor Initiative**

ACE shall pursue a structured major donor campaign targeting high-net-worth Black and Native American individuals whose wealth is of sufficient scale to serve as foundational investment in ACE Phase 1 and Phase 2 development. This campaign is not charity solicitation. It is an offer of civilizational co-ownership to individuals who have the resources to act on the responsibility that their wealth carries.

The case made to major donors is direct: the conditions that allowed your wealth to accumulate, however hard-earned, exist within a system built on the labor and exclusion of the communities ACE serves. You have a singular, time-limited opportunity to deploy that wealth toward the construction of permanent infrastructure that will serve those communities for generations. No philanthropic gift, no foundation, no charitable endowment produces what ACE produces a city. A university. A healthcare system. A sovereign economy. That is what your capital builds here.

- Major donor investments shall be structured as named infrastructure commitments, a donor funding an ACE school names the school; a donor funding the clinic names a wing; a donor funding the energy grid receives a permanent recognition in ACE public record creating legacy, not charity;
- Donors investing above one million dollars (\$1,000,000) receive a seat on the ACE Founders Council, an advisory body with direct access to ACE leadership and annual reporting on the impact of their investment;
- ACE shall maintain a Major Donor Pipeline managed by the Director of External Affairs, targeting entertainers, athletes, executives, and entrepreneurs of color with documented philanthropic interest and sufficient wealth to make meaningful infrastructure-level commitments.
- The exemption shall be administered through ACE's existing tribal sovereignty framework because ACE communities are established on tribal land under tribal charter, the existing tribal income tax exemption infrastructure provides the legal scaffolding onto which the Black American parallel exemption can be built.

The scope of the BATEI exemption follows the person, not the location. Native American tribal members carry their federal tax protections as a matter of citizenship in their sovereign nation, whether they live and conduct business on or off their reservation. ACE demands equal application of that principle: the BATEI exemption applies to Black Americans operating within ACE-chartered entities wherever they reside and conduct business, on ACE Territory or elsewhere in the United States. A principle tied to geography rather than to personhood is not equal application. It is a lesser version of a right already extended to another people in full.

### **Federal capital gains exemption on ACE investments**

- Capital gains realized by Black American investors on Community Investment Bonds, ACE cooperative equity shares, and ACE commercial real estate within ACE Territory shall be exempt from federal capital gains tax;
- This exemption is designed to make investment in ACE economically superior to investment in equivalent external opportunities for Black American investors, accelerating the flow of Black wealth into Black-controlled infrastructure.

### **Estate and inheritance tax relief**

- Black American families transferring ACE community assets, homes, cooperative shares, business equity, across generations shall receive federal estate tax relief equivalent to that available for transfers of tribal trust land, recognizing that intergenerational wealth transfer is the mechanism by which the generational wealth gap is closed and that taxing the first generation of Black American wealth accumulation at standard estate tax rates perpetuates the very disparity the government's actions created.

## TITLE XV

### THE BLACK AMERICAN TAX EQUITY INITIATIVE

#### **Sec. 1501. Purpose**

This Title establishes the Black American Tax Equity Initiative (BATEI), ACE's formal political and legal demand that the federal government extend to Black Americans the same remedial tax recognition it has already extended to Native American tribal members. The BATEI is not a request for special treatment. It is a demand for equal application of a principle Congress has already accepted and codified for another people who suffered comparable harm at the hands of the same government.

#### **Sec. 1502. The Demand**

The Black American Tax Equity Initiative demands that Congress extend the same federal tax exemption status to Black Americans that it has already extended to Native American tribal members. Native Americans carry this exemption as a matter of citizenship in their sovereign nation, whether they live and conduct business on or off their reservation. ACE demands equal application of that principle: the exemption follows the person, not the location, and applies to Black Americans operating within ACE-chartered entities wherever they reside and conduct business in the United States.

The U.S. government has accepted the principle that a government responsible for the dispossession of a people owes them remedial recognition in law. It has applied that principle to tribal nations through the tribal tax exemption. It has applied it to Japanese Americans through the Civil Liberties Act of 1988. The international community has applied it to Jewish survivors through the Luxembourg Agreement. It has not applied it to Black Americans, despite identical moral and legal logic. ACE demands equal application of a principle already accepted.

The scope of the BATEI exemption follows the person, not the location. A principle tied to geography rather than to personhood is not equal application. It is a lesser version of a right already extended to another people in full. ACE will not accept a lesser version.

#### **Sec. 1503. The Legal Strategy**

The BATEI shall be pursued through three parallel tracks:

47. Legislative advocacy: ACE shall advocate directly for federal legislation establishing BATEI through the ACE Congressional Caucus, ACE's own independent political accountability network of elected officials at the federal, state, and local level who have received ACE endorsement and operate under ACE community accountability, not under the authority of any existing political party caucus or congressional body. The bill shall be introduced as a standalone measure and as an amendment vehicle to tribal economic development legislation, tax reform packages, and appropriations bills. ACE does not partner with or channel its legislative agenda through existing political caucuses or civil rights institutions whose institutional entrenchment has historically compromised their ability to act in the unqualified interest of Black and Native communities.
48. Administrative action: ACE shall petition the Internal Revenue Service and the Department of the Treasury to issue guidance recognizing the tax exemption status of Black Americans operating within tribally chartered ACE entities under the existing tribal sovereignty framework, without requiring new legislation.

The legal argument, that ACE's tribal charter extends its sovereign immunity and associated tax benefits to all entities operating under it, has precedent in existing IRS guidance on tribally chartered enterprises.

49. Litigation: ACE shall retain constitutional law counsel to evaluate Equal Protection and Fifth Amendment takings arguments supporting the position that the federal government's denial of equivalent tax recognition to Black Americans, despite having extended it to tribal nations for equivalent historical harms, constitutes an actionable legal inequity.

#### **Sec. 1504. The Political Argument**

ACE makes the following political argument directly to the Congress of the United States, to be read into the record of any legislative proceeding considering this initiative:

You have accepted, in statute and in precedent, that a government which destroys a people's economic foundation bears an obligation to recognize that destruction in law. You have done this for Native Americans through the tribal tax exemption. You have done this for Japanese Americans through the Civil Liberties Act of 1988. The international community from which the United States seeks moral authority has done this for Jewish survivors through the Luxembourg Agreement.

Black Americans were enslaved on this soil by law. Their labor built this economy without compensation. Their wealth was extracted by legal design across every generation

since emancipation. They have asked for reparations. Congress has refused. They have asked for enforcement of existing civil rights law. Enforcement has been incomplete and inconsistent. They are now asking for the one thing you have already agreed is appropriate for another people who suffered comparable harm at the hands of the same government: the right to build their own economy without you taxing the first fruits of that building.

This is not a radical demand. It is the minimum application of a principle you have already accepted. ACE asks that you apply it equally.

**THE BLACK AMERICAN TAX EQUITY INITIATIVE: NOT A GIFT. THE MINIMUM APPLICATION OF A PRINCIPLE CONGRESS HAS ALREADY ACCEPTED.**

## **TITLE XVI**

# **ACE SOVEREIGN INSTITUTIONS AND POLITICAL INFRASTRUCTURE**

### **Sec. 1601. The Sovereign Institution Mandate**

ACE shall form all organizations necessary to advance its agenda from within. ACE does not partner with, channel its political agenda through, or accept the institutional authority of any existing political caucus, civil rights organization, community development intermediary, or advocacy body whose primary accountability runs to systems, donors, party structures, or constituencies outside the ACE community. The history of Black and Native American political organizations in America is a history of institutions that began in radical clarity and ended in institutional compromise. ACE builds its own, accountable only to the communities it serves.

This mandate does not preclude strategic alliance with individuals, elected officials, or community leaders whose values align with ACE. It precludes structural dependency on any institution whose independence ACE cannot guarantee and whose loyalty ACE cannot enforce through community accountability.

### **Sec. 1602. The ACE Congressional Caucus**

ACE shall establish the ACE Congressional Caucus as an independent political accountability network operating entirely outside of and parallel to existing congressional caucus structures. The ACE Congressional Caucus is not a caucus within Congress. It is a network of elected officials at federal, state, and local levels who have received formal ACE endorsement and who operate under ACE community accountability as a condition of that endorsement.

#### **Membership and endorsement**

- Any elected official representing a constituency that includes ACE community members may seek ACE Congressional Caucus endorsement by submitting a formal ACE Legislative Commitment, a binding written commitment to specific ACE policy positions including the BATEI, tribal partnership protections, and ACE community development funding;
- Endorsement is granted by the ACE Director of External Affairs with confirmation by the ACE Co-Governance Council, and is renewable every two years subject to ACE community satisfaction review;
- Endorsed members who vote contrary to their ACE Legislative Commitment without prior ACE consultation and documented community justification are subject to public ACE withdrawal of endorsement, ACE-coordinated primary challenge support, and removal from the ACE Caucus network.

#### **The accountability distinction**

The critical structural difference between the ACE Congressional Caucus and every existing political caucus is this: existing caucuses answer to their party leadership.

ACE Caucus members answer to ACE communities. An ACE-endorsed member who is pressured by party leadership to vote against ACE interests faces a choice between their party's goodwill and their constituency's organized power. ACE ensures that choice is never cost-free.

### **Sec. 1603. ACE Political Action Infrastructure**

ACE shall establish the following political institutions, each organized independently and accountable exclusively to ACE governance:

- ACE Political Action Committee (ACE PAC): A federally registered PAC funding the campaigns of ACE Congressional Caucus members and ACE-aligned candidates at all levels of government, funded exclusively by ACE community members and major donors;
- ACE Voter Mobilization Network: A community-based voter registration, education, and turnout operation within every ACE community, ensuring that ACE residents vote as a coordinated bloc on issues affecting ACE interests;
- ACE Policy Institute: A community-funded think tank producing the legal briefs, economic analyses, and policy white papers that support ACE legislative initiatives including the BATEI, tribal partnership protections, and ACE community infrastructure funding;
- ACE Legal Defense Fund: A fund retaining civil rights and tribal sovereignty attorneys to defend ACE communities, challenge adverse legislation, and pursue the litigation tracks identified in Title XV.

### **Sec. 1604. ACE Community Organizations - The Full Institutional Ecosystem**

ACE shall form or formally charter the following community organizations as autonomous institutions accountable to ACE governance, replacing reliance on external organizations in each functional area:

#### **In lieu of external civil rights organizations**

- ACE Justice League: ACE's own civil rights legal and advocacy organization, staffed by ACE-trained attorneys and community advocates, handling discrimination complaints, police accountability cases, housing rights enforcement, and civil rights litigation on behalf of ACE community members;
- ACE Community Audit Bureau: An independent watchdog organization monitoring all ACE institutions, including ACE governance itself, for accountability, transparency, and alignment with ACE community values.

#### **In lieu of external economic development organizations**

- ACE Business Alliance: The community chamber of commerce for ACE-licensed businesses, providing networking, technical assistance, shared purchasing power, and collective bargaining with external suppliers;
- ACE Labor Guild: A community labor organization representing ACE workers across all sectors, negotiating with ACE enterprises on wages, working conditions, and CPF contribution rates, distinct from conventional unions in that its accountability runs to the ACE community, not to national union leadership.

### **In lieu of external cultural and educational organizations**

- ACE Cultural Preservation Council: The governing body for ACE's cultural archive, language preservation programs, oral history project, and relationship with the tribal partner's cultural institutions;
- ACE Youth Council: A formally elected governing body of ACE community members under the age of 25, with a seat on the ACE Co-Governance Council and the authority to initiate community proposals, review youth-affecting policy, and hold adult leadership publicly accountable to the next generation.

## TITLE XVII

# TRIBAL ENGAGEMENT STRATEGY AND PARTNERSHIP DEVELOPMENT

### Sec. 1701. Purpose

This Title establishes the formal strategy by which ACE identifies, approaches, cultivates, and enters into Tribal Partnership Agreements with federally recognized Native American tribes. The tribal partnership is the foundational legal and territorial act upon which all ACE community development rests. It must be approached with the highest levels of cultural respect, legal precision, strategic patience, and genuine reciprocity. ACE comes to tribal nations not as a petitioner asking for access to their land, but as a partner bringing capital, population, and shared purpose to a relationship that benefits both communities materially and historically.

### Sec. 1702. Pre-Engagement Preparation - Before Any Tribal Contact

No ACE representative shall initiate contact with any tribal council or tribal leadership without completing the following preparation in full:

50. Retain tribal sovereignty legal counsel with documented experience representing both tribal governments and non-tribal entities in HEARTH Act land lease transactions. This counsel must be engaged before any tribal outreach, not after;
51. Commission a tribal history brief for each target tribe: a document of no less than 20 pages covering the tribe's specific history with the U.S. government, their current sovereignty status, their existing economic development activity, their documented relationship with Black Americans or Freedmen populations where applicable, their current tribal council leadership and governance structure, and any active political tensions within the tribal community that ACE must understand before entering;
52. Identify a trusted intermediary for each target tribe a historian, attorney, academic, or community figure with existing relationships of trust with that tribe's leadership. Cold outreach to tribal councils fails. Introduction through a trusted voice opens doors;
53. Prepare the ACE Tribal Partnership Prospectus a formal document tailored to each specific tribe presenting ACE's vision, the specific benefits to the tribe, the legal structure of the proposed partnership, and the economic projections for the tribe's revenue share over 25 years. This document must be specific to the tribe, not a generic pitch deck.

### Sec. 1703. The First Conversation - What ACE Says and How

The first conversation with a tribal council is not a presentation. It is a listening session. ACE's representative, led by the Native American Co-Chair wherever possible, arrives not to pitch but to ask, to hear, and to demonstrate that ACE already understands what it is asking.

## **The opening**

The ACE representative opens with acknowledgment, not agenda. The tribe's history, their sovereignty battles, their specific relationship with the federal government, and their current development priorities are named specifically and correctly. This signals that ACE has done its homework and is not here to treat the tribe as interchangeable land access.

## **The three questions ACE asks first**

- What is your community's most pressing unmet need that the federal government has failed to address? This roots the conversation in the tribe's real priorities and allows ACE to frame its offer in terms of what matters to them, not what ACE wants from them.
- What has your experience been with outside organizations or governments that have come to your land with development proposals? This invites the tribe to name past betrayals, which ACE must hear and acknowledge before it has any credibility to offer something different.
- What would a partnership have to look like for your council to even consider it? This hands the tribe the architecture of the conversation. ACE is not presenting terms. ACE is asking what terms would be acceptable.

## **What ACE offers - the four-point value proposition**

- Capital investment that the tribe controls the pace of: ACE brings development funding but the tribe's co-governance authority means no project proceeds without tribal council approval. ACE does not arrive with a timeline and ask the tribe to accommodate it;
- Population that generates revenue: Black American residents on tribal land generate economic activity, housing payments, commercial spending, employment taxes within the tribal enterprise structure, that grows the tribe's revenue base without extracting from it;
- Shared sovereignty protection: ACE's legal team and political infrastructure actively defends tribal sovereignty because ACE's own existence depends on it. The tribe gains a well-funded, motivated co-defender of the legal framework that protects them both;
- Cultural respect written into the governing structure: The tribal partner's cultural practices, language, land stewardship traditions, and healing knowledge are embedded in ACE's governing charter, not as gestures of respect but as institutional mandates that cannot be amended without tribal co-governance approval.

## **What ACE never does in a tribal conversation**

- ACE never presents a timeline as fixed before a partnership agreement is signed;
- ACE never implies that the tribe's land is underutilized or underdeveloped, language that echoes the colonial justifications used to take tribal land historically;
- ACE never makes promises that are not backed by executed legal documents;
- ACE never sends a representative who has not completed the tribal history brief for that specific nation.

**Sec. 1704. Cultivation Phase - Between First Meeting and Agreement**

The period between first contact and a signed Tribal Partnership Agreement should be expected to span six months to three years. This is not a failure of the process; it is the process. Tribal governance moves deliberately, by design, because decisions made on behalf of a sovereign nation must survive leadership changes, legal challenge, and community dissent. ACE respects this entirely and builds its planning timeline around it.

- ACE shall make itself useful to the tribe during the cultivation period without condition. This means offering legal research assistance, connecting the tribe with relevant federal funding sources, supporting the tribe's existing development initiatives, and showing up to tribal community events, not only to council meetings;
- ACE shall invite tribal leadership to visit any ACE planning activities, board meetings, and community events, building familiarity with ACE people and culture over time;
- ACE shall propose a formal Memorandum of Understanding (MOU) as an intermediate step a non-binding document of mutual intent that signals progress to both parties without requiring the tribal council to commit before its community is ready;
- ACE shall conduct a joint feasibility study with the tribe covering land suitability, infrastructure requirements, environmental assessment, and economic projections funded by ACE, conducted jointly, owned by both parties. The tribe's participation in building the analysis gives them ownership of the conclusions.

**Sec. 1705. The Signed Agreement - What Success Looks Like**

A signed Tribal Partnership Agreement is not the end of the relationship it is the beginning of the hardest phase. ACE shall treat the signing as a public, community-celebrated event for both peoples: a ceremony that honors the significance of what two historically marginalized communities are committing to build together. The signing shall be witnessed by both communities, documented in ACE's permanent record, and marked as a foundational date in ACE history.

Post-signing, ACE establishes a Joint Implementation Committee comprising ACE Founding Board members and tribal council representatives, meeting monthly, with publicly available minutes and a community-facing dashboard tracking every development milestone and every financial commitment made and kept.

## TITLE XVIII

# MAJOR DONOR AND COMMUNITY LEADER OUTREACH STRATEGY

### Sec. 1801. Purpose and Philosophy

ACE's primary capital does not come from government. It comes from the community, from Black and Native Americans of means who understand that their wealth was built within a system that owes their communities a debt it has never paid, and who choose to deploy that wealth as an act of civilizational responsibility. This Title establishes the formal strategy by which ACE identifies, approaches, and converts the most influential and resourced members of the Black and Native American communities into investors, advocates, and co-builders of the ACE vision.

The physical outreach package, a FedEx-delivered package containing the ACE one-pager and the full ACE Act proposal, is the primary first-contact instrument for all Tier 1 and Tier 2 targets. A physical package signals seriousness, demands attention, and communicates that this is not a mass campaign. It is a deliberate, personal approach to a specific individual whose specific history and platform make them the right person for this moment.

### Sec. 1802. The Four Outreach Tiers

#### Tier 0 - The Counselor: President Barack Obama

President Barack Obama is in a category that no other living person occupies. He is not approached as a donor, not as an endorser, and not as a public advocate. He is approached as a counsellor, the one person alive who has navigated the exact intersection where ACE exists: the tension between operating inside American systems and carrying the full knowledge of what those systems have done and continue to do to Black and Native people.

Obama has sat across the table from tribal leaders, federal agency directors, Senate majority leaders, and foreign heads of state. He knows where every landmine is in the path ACE is walking. He knows which legal arguments are airtight and which will be challenged. He knows which federal agencies can be leveraged and which will resist. He knows which legislators can be moved by moral argument and which require political pressure. He knows from personal experience at the highest level what it costs to navigate these systems while Black.

If Barack Obama reads this document and concludes privately that it is sound, legal, and necessary and conveys that judgment, even privately, to the individuals in Tiers 1 through 3 the campaign does not start at zero. It starts with the most credible Black voice in American political history behind it. Every wealth target follows. Every tribal leader takes the meeting. Every community minister opens their pulpit. The former President of the United States saying 'this deserves your attention' is not an endorsement it is a legitimizing force unlike anything else available to ACE at this stage.

## The approach to President Obama

- The physical package delivered to President Obama shall be addressed to him personally at the Obama Foundation in Chicago. It shall contain the ACE Act in full, a one-pager framed specifically as a request for counsel, and a personal handwritten letter from the ACE Co-Chair;
- The one-pager for President Obama does not lead with the vision he will read the document and understand the vision. It leads with the question: Will you help us navigate this correctly?
- The letter acknowledges directly what is being asked: not his public support, not his name attached to anything without his consent, but his private assessment of whether this framework is sound and his willingness to share that assessment with people whose respect he holds and whose support ACE needs;
- The follow-up is through the Obama Foundation's public contact channels with a cover note identifying ACE by name and requesting that the package be brought to the President's personal attention. ACE does not cold-call his private staff. ACE respects the boundaries of a former President's private life while making the case clearly enough that the document speaks for itself;
- If President Obama does not respond within 90 days, ACE proceeds without his endorsement and does not make his non-response public. ACE builds what ACE builds. His blessing would accelerate the mission. His silence does not stop it.

**TIER 0 PRINCIPLE: WE ARE NOT ASKING PRESIDENT OBAMA TO CARRY THIS. WE ARE ASKING HIM TO TELL US IF WE ARE CARRYING IT CORRECTLY.**

### Tier 1 - Wealth at Scale

Tier 1 targets are individuals whose single investment commitment can fund ACE Phase 1 development in its entirety or make a material contribution to Phase 2 infrastructure. The case made to Tier 1 targets is the legacy argument: what do you want your wealth to have built in 100 years?

Target profile: High-net-worth Black and Native American individuals with documented philanthropic activity, public statements of concern for Black community development, and sufficient liquidity to commit seven-to-nine figure investments. Examples include but are not limited to entertainers, athletes, media executives, and technology entrepreneurs of color.

- The one-pager for Tier 1 leads with the civilizational scale of the vision, not a community program, not a nonprofit initiative, but a city. A university. A sovereign economy. A healthcare system that no Black mother has to fear;
- The investment offer is structured as named infrastructure commitment the donor's name is permanently attached to what their capital builds: a school, a hospital wing, an energy grid, a university college;
- Tier 1 donors investing above one million dollars (\$1,000,000) are invited onto the ACE Founders Council with direct access to ACE leadership and annual impact reporting;

- Follow-up to the physical package is a personal call or meeting requested through the donor's known representatives within 14 days of confirmed delivery.

## **Tier 2 - Ideological Alignment**

Tier 2 targets are individuals and organizations whose entire public platform is the independence, self-determination, and sovereign development of Black and Native American communities. ACE is the implementation of what they have been preaching, teaching, and organizing toward. The case made to Tier 2 targets is the fulfillment argument: you have been right all along. Here is the blueprint.

This tier includes the Nation of Islam and its leadership specifically. The NOI has preached Black economic independence, land acquisition, and separation from white American institutional control for over 70 years. They have the theology, the organizational infrastructure, the community trust, and the national reach. What ACE brings them is the legal architecture and the tribal sovereignty partnership that makes the vision buildable. ACE does not ask the NOI to become ACE. ACE shows the NOI that what they have been calling for is now architected and ready.

- The one-pager for Tier 2 opens with direct acknowledgment of their specific contribution to the vision of Black independence not generic praise, but specific reference to their stated theology, published positions, or documented work. This signals that ACE did not send a form letter;
- The ask to Tier 2 targets is threefold: financial investment at whatever level is accessible, organizational endorsement that carries their credibility to their community networks, and active introduction to other aligned individuals and institutions within their sphere of influence;
- Community ministers and church leaders in this tier are offered a specific ACE Community Ministry Partnership a formal relationship in which the church or mosque becomes an ACE grassroots organizing hub, connecting their congregation to ACE town halls, investment bond programs, and relocation information for Phase 2 community establishment.

## **Tier 3 - Community Ministry and Church Networks**

The historically Black church is the deepest-rooted institution in Black American community life. The AME Church, COGIC, the National Baptist Convention, the Progressive National Baptist Convention, and independent mega-churches collectively reach tens of millions of Black Americans every week through direct community relationships that no political organization or media platform can match. These institutions also hold significant real estate and endowment assets that, if aligned with ACE, represent both capital and organizing infrastructure.

- The one-pager for Tier 3 leads with the theological and historical resonance of what ACE is building, the promised land is not a metaphor. Two of the most spiritually resilient peoples in human history are building a physical community grounded in their shared values, on sovereign land, outside the systems that have oppressed them. That is a story every Black church in America recognizes;
- The ask to Tier 3 is to become an ACE Community Ministry Partner: hosting ACE town halls, distributing ACE information to congregations, organizing Community Investment Bond purchase drives, and serving as trusted community validators for ACE's grassroots expansion;

- Ministers who engage deeply with ACE are offered seats on ACE’s Community Advisory Council, giving them a formal voice in ACE’s direction and a platform that extends their influence beyond their congregation.

#### **Tier 4 - Tribal Leadership**

Tribal council leaders and tribal nation presidents receive a separate package tailored entirely to the government-to-government nature of the relationship ACE is proposing. This package contains the ACE Tribal Partnership Prospectus rather than the general ACE Act, and the one-pager for this tier leads not with vision but with specifics: what this tribe stands to gain, what ACE commits to protect, and what the partnership structure looks like in concrete legal terms. The full tribal engagement protocol is established in Title XVII of this Act.

#### **Sec. 1803. The Physical Package - Specifications**

The ACE physical outreach package shall be prepared and delivered according to the following specifications, ensuring that the first impression ACE makes on every Tier 1, 2, and 3 target is one of quality, intentionality, and seriousness:

- Delivery method: FedEx Priority Overnight, addressed by full name to the individual recipient, not to an organization or office. Personal addressing signals personal attention;
- Outer packaging: ACE-branded box or envelope with the ACE name and the phrase ‘For Our People, By Our People’ as the only exterior text. No corporate logos, no partner organization branding;
- Contents: (1) The ACE One-Pager a single, professionally designed page tailored to the recipient’s tier and specific profile; (2) The ACE Act, the full legislative proposal in printed, bound format; (3) A handwritten or personally signed cover note from the ACE Co-Chairs, specific to the recipient;
- The ACE One-Pager for each tier is distinct in content but consistent in design: ACE name and founding statement at top, the core vision in three sentences, the specific ask tailored to the recipient’s tier, and a direct contact for the ACE Co-Chair, not a general inbox, a named person with a direct number;
- Follow-up protocol: 14 days after confirmed delivery, a personal follow-up call is placed from the ACE Co-Chair or designated senior representative to the recipient’s known contact point. The call does not pitch; it asks if the package was received and whether the recipient has questions.

#### **Sec. 1804. The ACE One-Pager - Content Framework by Tier**

##### **Tier 1 - Wealth at Scale (example: Jay-Z, Oprah, LeBron James)**

Line 1 - The vision, stated plainly: We are building the first self-governing, self-sustaining city for Black and Native Americans on tribal land in the history of the United States.

Line 2 - The legal foundation: We are doing it legally, permanently, and on sovereign ground protected by tribal sovereignty law that the federal government has recognized for over 200 years.

Line 3 - The scale: 51 million Black Americans. 574 federally recognized tribes. 25 years. A network of cities. A university system. A healthcare system where no Black mother fears the delivery room.

Line 4 - The ask, direct: We are not asking you for charity. We are offering you the most significant investment opportunity of your lifetime, the chance to put your name on a city. On a school. On a hospital. On a future that exists because you chose to build it. The full proposal is enclosed. We would like 30 minutes of your time.

### **Tier 2 - Ideological Alignment (example: Nation of Islam leadership)**

Line 1 - Acknowledgment: For generations, you have taught that Black people in America must build their own economy, own their own land, and govern their own communities. You have been right.

Line 2 - The announcement: ACE, the Alliance for Collective Empowerment is the legal, architectural, and civilizational implementation of that vision. Not a program. Not a movement. A city. Built on tribal land, protected by sovereign law, funded by our own people, governed by our own hands.

Line 3 - The connection: We are not asking you to change what you have built. We are showing you that what you have preached is now blueprinted and ready to build. We believe you should be part of it.

Line 4 - The ask: Read the enclosed proposal. Then let's meet. The door is open.

### **Tier 3 - Community Ministry (example: AME Bishop, COGIC Presiding Bishop)**

Line 1 - The resonance: The promised land is not a metaphor. Two of the most spiritually resilient peoples in human history Black Americans and Native Americans, are building a real community on sovereign land, governed by their own laws, sustained by their own economy.

Line 2 - The invitation: ACE is looking for community ministers whose congregations are ready to be part of something their grandchildren will read about. Not as donors. As organizers, validators, and co-builders.

Line 3 - The ask: Host one ACE town hall. Let your congregation hear the vision. Then decide. The enclosed proposal tells the full story.

## TITLE XIX

# ACE LEGISLATIVE AND GOVERNING BODY

### **Sec. 1901. The Necessity of Formal Governance**

Every community institution built by Black and Native American peoples that has been dismantled, from the Freedmen's Bureau to Black Wall Street to the organizational infrastructure of the Civil Rights Movement, shared a common structural vulnerability: governance that depended on the character of individuals rather than the authority of institutions. When the right people were in the room, the institution worked. When circumstances changed, when leadership transitioned, when outside pressure was applied, the absence of constitutional architecture meant the absence of resilience. ACE does not repeat this. ACE's governance is designed to be attack-proof, leadership-transition-proof, and exploitation-proof, not because ACE assumes bad faith from within, but because ACE has studied what happens when that assumption proves wrong.

### **Sec. 1902. Separation of Powers - The Three Branches of ACE Government**

ACE shall establish three co-equal branches of community governance within each ACE city, with distinct authorities, distinct accountability structures, and formal mechanisms by which each branch checks the others. No individual, office, or institution within ACE holds unchecked authority in any domain.

#### **Branch 1 - The ACE Community Assembly (Legislative)**

The ACE Community Assembly is the primary legislative body of each ACE community. It holds the exclusive authority to pass ACE community law, approve the annual community budget, authorize major infrastructure expenditure, and ratify amendments to the ACE Governing Charter.

- **Composition:** The Assembly comprises elected representatives from each residential district within the ACE community, with a minimum of one representative per 500 residents and a maximum district size of 2,000 residents. Every ACE resident above the age of 18 is eligible to vote and to stand for election;
- **Dual community representation:** No less than forty percent (40%) of Assembly seats shall be held by Native American members of the ACE community at all times. Where the Native American resident population falls below the threshold required to fill these seats through general election, the Tribal Co-Governance Council nominates qualified candidates to fill the remaining seats;
- **Youth representation:** Two (2) seats in every ACE Community Assembly are reserved for members of the ACE Youth Council elected representatives between the ages of 16 and 25, with full voting rights on all legislative matters;
- **Term limits:** Assembly members serve two-year terms with a maximum of three consecutive terms, after which they must sit out one full term before re-standing. This prevents entrenchment while preserving institutional knowledge;

- Transparency mandate: All Assembly sessions are public. All votes are recorded by name. All legislative proceedings are documented and published in the ACE Community Record within 48 hours. No closed-door legislative sessions are permitted except on matters of documented security sensitivity, subject to post-session public disclosure.

### **Branch 2 - The ACE Executive Council (Executive)**

The ACE Executive Council is the administrative branch of ACE governance, responsible for implementing Assembly legislation, managing day-to-day community operations, directing ACE departments, and representing ACE in all external relationships.

- Leadership: The Executive Council is led by two Co-Executives, one Black American and one Native American elected directly by ACE community residents in a community-wide vote. Co-Executives serve three-year terms with a maximum of two consecutive terms;
- Cabinet structure: The Co-Executives appoint a Cabinet comprising the directors of each ACE department Infrastructure, Health, Education, Economy, Safety, Culture, External Affairs, and Finance subject to Assembly confirmation by simple majority vote;
- Executive accountability: The Assembly may remove any Cabinet member by a two-thirds majority vote. The Co-Executives may be recalled by community referendum initiated by a petition signed by twenty percent (20%) of eligible voters;
- No executive law-making: The Executive Council holds no authority to pass law, issue binding community regulations, or commit ACE to external agreements without Assembly authorization. Executive orders are administrative directives only, subject to Assembly review within 30 days of issuance.

### **Branch 3 - The ACE Community Court (Judicial)**

The ACE Community Court is the judicial branch of ACE governance, holding authority to interpret the ACE Governing Charter, adjudicate disputes between community members and ACE institutions, review the constitutionality of Assembly legislation, and administer the restorative justice system established in Title VII.

- Composition: Three permanent justices, one Black American, one Native American, one elected at-large by community residents appointed by the Co-Executives and confirmed by two-thirds of the Assembly, serving seven-year non-renewable terms;
- Constitutional review authority: Any ACE resident, institution, or Assembly member may petition the Community Court to review any Assembly law or Executive action for conformity with the ACE Governing Charter. The Court's constitutional rulings require unanimous agreement of all three justices;
- Restorative justice administration: The Community Court oversees the Restorative Justice Office established in Title VII, with appellate authority over Community Circle outcomes and original jurisdiction over all ACE Community Court proceedings;
- External jurisdiction limits: The Community Court shall maintain a standing public brief documenting the precise limits of outside law enforcement, state court, and federal court jurisdiction within ACE Territory under tribal sovereignty law, updated annually by ACE legal counsel.

### **Sec. 1903. The Tribal Co-Governance Council - Sovereign Integration**

The Tribal Co-Governance Council is the formal mechanism by which ACE's tribal partner exercises co-equal governance authority over matters affecting ACE Territory and the tribal nation's sovereign interests. It operates alongside the three ACE branches not subordinate to them — and holds specific authority that no ACE branch can override.

- **Composition:** The Tribal Co-Governance Council comprises the tribal council leadership of the ACE Tribal Partner, or their formally designated representatives, sitting in permanent joint session with the ACE Co-Executives on all matters specified in the Tribal Partnership Agreement;
- **Exclusive Tribal Co-Governance Council authority matters requiring Tribal Co-Governance Council approval that no ACE branch alone can authorize:** any amendment to the Tribal Partnership Agreement; any external law enforcement access to ACE Territory; any change to land use affecting tribal cultural or sacred sites; any ACE Governing Charter amendment; and any decision to enter a new Tribal Partnership Agreement with a different or additional tribal nation;
- **Tribal governance integration:** The Tribal Co-Governance Council is not structured to replace or override the tribe's existing internal governance. The tribe continues to govern itself according to its own constitutional documents and traditions. The Co-Governance Council is the interface between tribal governance and ACE governance, a joint body for shared decisions, not a merged authority;
- **Elder council recognition:** ACE formally recognizes the role of tribal elder councils in the governance of each ACE community. Elders hold advisory authority that the Co-Governance Council is required to formally consult before any major land use, cultural, or sovereignty decision. This advisory authority is documented, and its exercise is part of the public governance record.

### **Sec. 1904. Contemporary Governance with Cultural Integrity**

ACE governance is deliberately designed to be neither a replica of the American municipal model nor a romanticization of pre-colonial tribal governance. Both of those approaches fail the first by importing the structural biases and power dynamics of the system ACE is separating from, the second by treating living cultures as historical artifacts rather than adaptive, sophisticated systems of human organization.

ACE governance is contemporary in structure: separation of powers, elected representation, constitutional supremacy, transparency mandates, and term limits are the architectural tools of a governance system designed to survive time, leadership transition, and external pressure. These tools are not white tools or Western tools; they are the tools that any large-scale human community requires to govern itself without descending into the concentration of power that destroys institutions from within.

ACE governance is Indigenous in spirit: consensus is sought before voting wherever time permits. Elders hold formal advisory authority.

The land and future generations are considered constituencies in every major decision, not metaphorically, but through formal impact assessment requirements that ask of every major policy:

what does this do to the land, and what does it do to the children who have not yet been born into this community? Decision-making that ignores these constituencies is not modern governance; it is the same extractive logic that produced the conditions ACE was built to escape.

### **Sec. 1905. Gap-Proofing - The Five Vulnerability Areas**

ACE governance has been designed with specific attention to the five areas most commonly exploited by outside interests to destabilize, infiltrate, or legally challenge community institutions:

54. Membership definition: The ACE Governing Charter shall contain a precise, legally defensible definition of ACE community membership that determines voting rights, housing eligibility, CPF participation, and community court standing. Vague membership definitions create both legal vulnerability and internal conflict. ACE's definition is specific, documented, and consistent with tribal membership standards where applicable under the Tribal Partnership Agreement;
55. Property rights: Every property interest within ACE Territory, residential leases, commercial licenses, cooperative equity shares, CPF housing account claims, is documented in the ACE Property Registry, a permanent community record that establishes each resident's rights in a form that is legally enforceable within the ACE Community Court and under tribal law;
56. Amendment procedures: The ACE Governing Charter may be amended only by a two-thirds supermajority of the Community Assembly, ratification by the Tribal Co-Governance Council, and a community referendum in which not less than sixty percent (60%) of eligible voters participate and not less than sixty percent (60%) vote in favor. This triple-lock amendment procedure ensures that the Charter cannot be changed by a temporary majority, a single leader, or external pressure on any one branch of governance;
57. Emergency powers: No emergency, natural disaster, external legal challenge, financial crisis, or internal conflict, grants any individual or branch of ACE governance unchecked authority. Emergency powers are time-limited to 90 days, require joint authorization by both Co-Executives and a simple majority of the Assembly, and are subject to immediate Community Court review upon petition by any five (5) Assemblymembers;
58. Succession: Every ACE leadership position has a documented succession protocol. The sudden absence of any Co-Executive, Cabinet member, or Founding Board Co-Chair triggers a defined succession process, not a power vacuum. ACE's resilience does not depend on any individual remaining available, healthy, or willing to serve.

## TITLE XX

# THE ACE GOVERNING CHARTER - CONSTITUTIONAL FRAMEWORK

### **Sec. 2001. The Governing Charter as Supreme Authority**

The ACE Governing Charter is the supreme governing document of every ACE community. All ACE institutions, all ACE legislation, all Executive Council directives, and all Community Court decisions derive their authority from the Charter and are subject to its constraints. No individual, no branch of governance, no founding board member, no tribal council representative, and no major donor holds authority superior to the Charter. The Charter is the community's highest expression of its own sovereignty.

The Charter shall be drafted by a Constitutional Convention comprising: four (4) members elected by the ACE founding community; four (4) members appointed by the Tribal Co-Governance Council; two (2) ACE legal scholars; two (2) tribal sovereignty law experts; and two (2) members of the ACE Youth Council. The Convention shall conduct its deliberations publicly, publish draft versions for community comment, and ratify the final Charter by unanimous Convention vote. The Charter takes effect upon ratification and immediately supersedes all prior ACE governance arrangements.

### **Sec. 2002. The ACE Bill of Rights**

The ACE Governing Charter shall include a Bill of Rights guaranteeing the following to every ACE community member, enforceable by the ACE Community Court and not subject to suspension by any branch of ACE governance:

59. The right to safe, stable housing within ACE Territory, enforced through the ACE-CPF Housing Account, the community land trust, and the Emergency Housing Reserve. No ACE residents shall be made homeless by ACE's own institutions;
60. The right to healthcare, administered through the ACE MediSave Program and ACE healthcare institutions, without financial barrier or discrimination on any basis;
61. The right to education, from early childhood through vocational or university completion, within the ACE school system, without tuition cost for ACE community members;
62. The right to participate in ACE governance: to vote, to stand for election, to petition the Community Assembly, to bring matters before the ACE Community Court, and to access all public governance records;
63. The right to cultural expression: to practice one's Indigenous or African diaspora cultural and spiritual traditions without interference from ACE governance or any ACE institution;
64. The right to due process: no ACE community member shall be subject to punitive action by any ACE institution without notice, an opportunity to be heard, and a written decision subject to Community Court review;

65. The right to economic participation: no ACE community member shall be excluded from the CPF system, the MLI lending program, or the cooperative economy on any discriminatory basis;
66. The right to safety: to live within ACE Territory without fear of violence from within the community or from external actors, protected by the ACE Peacekeeping Corps and the sovereign jurisdiction provisions of the Tribal Partnership Agreement.

### **Sec. 2003. Foundational Constitutional Principles**

The ACE Governing Charter shall be governed by the following foundational principles, which inform the interpretation of every Charter provision and take precedence over any ACE legislation or executive action that conflicts with them:

- Dual sovereignty: ACE governance and tribal governance are co-equal sovereign authorities within ACE Territory. Neither supersedes the other. Their interface is governed by the Tribal Partnership Agreement and the Co-Governance Council;
- Permanence of community ownership: The infrastructure layer of ACE, land, energy, water, broadband, and transportation systems, is permanently held in community ownership and may not be privatized, sold, or transferred to external control under any circumstances, including financial distress or political pressure;
- Intergenerational accountability: Every major ACE decision with long-term consequences, land use, Charter amendment, infrastructure sale, Tribal Partnership modification requires a formal Future Generations Impact Assessment documenting the effects of the decision on ACE community members not yet born. This principle, drawn from Indigenous governance traditions, is enforceable by the Community Court;
- Non-extraction: No ACE institution, no ACE officer, and no external partner may extract wealth from ACE Territory in a manner that diminishes the community's long-term asset base. The ACE Community Audit Bureau holds standing authority to investigate and report any transaction that violates this principle;
- Cultural integrity: The Pan-African and Indigenous cultural mandates embedded throughout this Act are Charter-level protections. They may not be amended out of the Charter, overridden by Assembly legislation, or waived by Executive Council action.

### **Sec. 2004. The Charter and External Law**

The ACE Governing Charter does not claim authority superior to federal law where federal law legitimately applies within ACE Territory. What the Charter does claim and what the tribal sovereignty framework legally supports, is the maximum sphere of self-governance available under existing federal law, including but not limited to:

- Full tribal court jurisdiction over civil matters between ACE community members occurring within ACE Territory;
- Tribal authority over land use, zoning, and environmental standards within ACE Territory under the HEARTH Act and applicable tribal sovereignty precedent;
- Immunity from state taxation and state regulatory jurisdiction for enterprises operating under the tribal charter;
-

- The right to exclude non-consenting outside law enforcement from ACE Territory except in the narrow circumstances where federal law requires access;
- The right to operate ACE educational institutions, healthcare systems, and financial institutions under tribal regulatory frameworks rather than state frameworks, where federal law permits.

ACE legal counsel shall maintain a continuously updated Sovereignty Map a living legal document identifying every area in which ACE governance authority is legally established, every area in which it is legally contested, and the specific legal strategy for each contested area. The Sovereignty Map is reviewed by the Community Court annually and published as a public document so that every ACE resident, every ACE institution, and every outside actor knows exactly where ACE's legal boundaries lie and why.

### **Sec. 2005. The Constitutional Convention - Timeline and Process**

The ACE Constitutional Convention shall be convened within eighteen (18) months of the execution of the first Tribal Partnership Agreement. It shall complete its deliberations and ratify the ACE Governing Charter within twelve (12) months of convening. Until the Charter is ratified, ACE shall operate under the Founding Board's authority as defined in Title II, with all Founding Board decisions subject to retroactive Charter review upon ratification. No Founding Board decision made during the pre-Charter period shall be immunized from Charter review by virtue of its timing.

The Constitutional Convention shall be the most important governing act in ACE's history. It shall be conducted with the full participation of both communities, full public transparency, and the full weight of legal expertise available to ACE. It shall produce a document that does not merely govern ACE communities today it shall produce a document that governs them in 100 years, when the people who built this are gone and what remains is what they wrote down and made permanent.

**THE ACE GOVERNING CHARTER IS NOT A POLICY DOCUMENT. IT IS THE HIGHEST EXPRESSION OF TWO PEOPLES' RIGHT TO DETERMINE THE CONDITIONS OF THEIR OWN LIVES. IT IS WRITTEN TO LAST.**

**TITLE XXI****THE TRIBAL PARTNERSHIP CONTINGENCY FRAMEWORK****Sec. 2101. Purpose and Findings**

This Title establishes a second, independent path by which ACE may secure land and sovereign self-governance for its communities, operating in parallel to, and never dependent upon, the tribal partnership framework established in Title III. The purpose of this Title is to ensure that the achievement of ACE's civilization-scale mission does not rest on the consent, availability, or willingness of any single party, including any tribal nation, and that ACE's pursuit of tribal partnership proceeds from a position of dignity and self-sufficiency rather than necessity.

Congress is reminded of the following findings:

1. In January 1865, General William T. Sherman issued Special Field Order No. 15, setting aside coastal land in South Carolina, Georgia, and Florida for the settlement of formerly enslaved Black Americans in allotments of not more than forty acres per family. Applied to the approximately 4.5 million formerly enslaved Black Americans living at that time, the full promise of Special Field Order No. 15 would have totaled approximately 180 million acres.
2. Special Field Order No. 15 was revoked by President Andrew Johnson later that same year, before its promise could be fulfilled for the overwhelming majority of those to whom it was made. No comparable remedy has been enacted in the one hundred sixty-one years since.
3. A literal present-day application of the Special Field Order No. 15 promise, extended to the approximately 51 million Black Americans living today, would require in excess of 2 billion acres, an area exceeding the entire land area of the United States. Even the original 1865 figure of approximately 180 million acres approaches the land area of the State of Texas. Neither figure constitutes a politically achievable remedy, and this Title does not propose either.
4. This Title instead proposes a deliberately modest, achievable, and fully justified claim: ten million acres of land already held by the United States as public land under the management of the Bureau of Land Management, distributed as one million acres each across ten states. This figure represents less than six percent of the original 1865 promise, and a substantially smaller fraction still when measured against the present-day Black American population. It is land the United States already holds, administers, and controls, not land that must be purchased, condemned, or taken from any private party, state government, or tribal nation.
5. After one hundred sixty-one years, the question Congress must answer is no longer whether the original promise of 1865 can or should be fulfilled in full. That question was foreclosed by the conduct of the United States Government itself within the same year the promise was made. The question properly before Congress now is what a realistic, meaningful, and achievable form of restitution looks like today. This Title answers that question directly and asks Congress to act upon it.

**Sec. 2102. Relationship to Title III: Parallel, Not Substitute**

This Title does not replace, diminish, supersede, or compete with the tribal partnership framework established in Title III of this Act. Tribal partnership remains ACE's primary and preferred path to land and territory, and nothing in this Title shall be read to suggest otherwise.

ACE pursues the framework established in this Title and the tribal partnership framework established in Title III simultaneously and without preference of one over the other in ACE's public communications, outreach, or institutional posture. ACE is strengthened, not weakened, by pursuing both paths at once.

The Founding Board recognizes that the failure of tribal partnership to materialize, whether through the unwillingness of any tribal nation to enter into a Tribal Partnership Agreement, the breakdown of partnership negotiations after a period of cultivation, or any other cause, would constitute a disservice to both the Black American and Native American communities this Act is built to serve, not a failure attributable to either community alone.

This Title exists so that such an outcome, should it occur, does not also constitute the failure of ACE's mission. Nothing in this Title shall be construed as diminishing tribal sovereignty, as a substitute for genuine partnership with tribal nations, or as suggesting that the land claimed under this Title carries equivalent historical, spiritual, or legal weight to land held by tribal nations under treaty or aboriginal title. The claim made under this Title rests on a distinct historical and legal foundation, articulated in Section 2103, and is not advanced in competition with or at the expense of tribal land claims of any kind.

**Sec. 2103. The Continuity Doctrine: ACE's Core Legal Theory**

The legal theory of this Title rests on a single, precise distinction, drawn from the United States Supreme Court's own words, between the historical treatment of Native American tribal nations and the historical treatment of Black Americans under United States law.

In *Dred Scott v. Sandford*, 60 U.S. 393 (1857), the Supreme Court held that persons of African descent, whether enslaved or free, were not and could never become citizens of the United States. In reaching this holding, the Court drew an explicit distinction between the legal status of Native American tribes and the legal status of Black Americans. The Court observed that the situation of Black Americans was altogether unlike that of Native American tribes, because although Native peoples were never absorbed into the colonial political community, they were nonetheless recognized as a free and independent people, organized into nations and tribes and governed by their own laws, a political continuity the United States acknowledged even while displacing it by force. No equivalent recognition was ever extended to Black Americans. The Court instead held, in the same opinion, that Black Americans possessed no rights that the United States was bound to respect.

This distinction, drawn by the Supreme Court of the United States in its own words, is the legal foundation of this Title. Tribal political continuity was violently disrupted, repeatedly and at great human cost, by the same federal government this Act now asks to act. But it was never legally extinguished.

Tribes retained, and in time regained, the standing to be recognized as continuous sovereign political communities, because the United States itself, even in its worst moments of dispossession, never formally denied that such communities existed and governed themselves.

Black Americans' political continuity was not merely disrupted. It was actively and legally prevented from ever being reconstituted, by affirmative acts of the same government now being asked to recognize it. The legal architecture of chattel slavery defined Black Americans as property rather than persons. *Dred Scott v. Sandford* foreclosed citizenship and personhood as a matter of constitutional law. The decades of Jim Crow that followed emancipation used the law itself to suppress, criminalize, and dismantle every independent Black political and economic institution capable of reconstituting the self-governing continuity that chattel slavery had severed.

Black Americans are accordingly not a recently formed group within the meaning this Act returns to in Section 2104. Black Americans are the continuation of a people whose self-governing political continuity was severed by deliberate legal design, not by voluntary dissolution, historical accident, or simple conquest. The same government responsible for severing that continuity now bears the obligation to provide a remedy commensurate with that severance, a remedy this Title defines.

#### **Sec. 2104. Disclaimer of Existing Eligibility**

ACE does not claim, and this Title does not assert, that Black Americans or ACE as an organization presently qualify for recognition or protection under 25 C.F.R. Part 83, the federal acknowledgment regulations governing recognition of Indian tribes, or under 25 U.S.C. Section 5108, the land-into-trust authority of the Indian Reorganization Act of 1934.

This disclaimer is made plainly and without hedging, because it is true, and because a legal claim built on a false premise would damage the credibility of every other legal argument advanced in this Act, including the Black American Tax Equity Initiative established in Title XV.

Both 25 C.F.R. Part 83 and 25 U.S.C. Section 5108 are built, explicitly and by design, to recognize and protect a political community whose existence as a continuous, self-governing entity already preceded the inquiry, not to create new sovereign or trust status for any group, however compelling its history. The federal acknowledgment regulations expressly exclude associations, organizations, or groups of any character formed in recent times from eligibility, regardless of whether such a group otherwise satisfies the substantive criteria for community and political authority. This exclusion is not an oversight or a technicality to be argued around. It is the central design feature of the regulation, and ACE will not pretend otherwise.

ACE states this directly, first, and without qualification, because doing so is the stronger legal posture, not the weaker one. A claim that ignores or obscures an obvious threshold objection invites that objection to be raised by an adversary, at a time and in a forum of the adversary's choosing. A claim that states the objection itself, addresses it honestly, and explains precisely why a different and new remedy is nonetheless justified, forecloses that line of attack before it can be made.

**Sec. 2105. The Legislative Ask: A New, ACE-Specific Statute**

Because existing law does not extend tribal recognition or land-into-trust authority to ACE, this Title does not ask any federal agency to apply or reinterpret 25 C.F.R. Part 83 or 25 U.S.C. Section 5108 on ACE's behalf. This Title instead calls upon the Congress of the United States to enact new, standalone legislation, to be known upon introduction as the ACE Sovereign Territory Act, establishing a sovereignty and trust-land framework specifically for ACE, modeled upon the substance and strength of the existing tribal framework but created through Congress's own independent legislative authority.

This is not a novel or unprecedented legislative posture. The Federally Recognized Indian Tribe List Act of 1994 itself confirms that federal recognition of a tribe's sovereign status may be established through any of several independent paths: by treaty, by Act of Congress, by the administrative procedures of 25 C.F.R. Part 83, or by decision of a United States court. Recognition by direct Act of Congress, entirely outside the Part 83 administrative process, is accordingly a documented, used, and legally settled pathway, not a theory original to this Act. Where a tribe's relationship with the United States has been terminated by federal statute, only a subsequent federal statute, not the Part 83 process, may restore it, a further confirmation that Congress's own legislative authority operates independently of, and is not limited by, the administrative acknowledgment framework.

Title XXI asks Congress to exercise that same independent legislative authority on ACE's behalf. The case for doing so does not rest on a claim that ACE already qualifies under the existing framework. It rests on the continuity doctrine established in Section 2103: that the same legal principle underlying tribal recognition, the recognition of a people's continuous claim to self-determination, compels Congress to create a parallel mechanism for Black Americans precisely because the existing mechanism was built around communities whose continuity, however violently disrupted, was never legally extinguished, while Black Americans' continuity was extinguished as a matter of law by the deliberate action of the United States itself.

The ACE Sovereign Territory Act shall be introduced as a standalone legislative measure, pursued through the legislative strategy established in Section 2110 of this Title, and shall not be presented to Congress as an amendment, clarification, or extension of 25 C.F.R. Part 83 or 25 U.S.C. Section 5108, consistent with the disclaimer in Section 2104.

**Sec. 2106. The Land Claim: Acreage and Sites**

ACE's contingency land claim consists of ten million acres of land currently held and managed by the United States as public land under the jurisdiction of the Bureau of Land Management, to be designated in increments of one million acres each across ten states: Nevada, Utah, Wyoming, California, New Mexico, Arizona, Idaho, Oregon, Montana, and Colorado.

Each of the ten states named above holds substantially more than one million acres of land presently under Bureau of Land Management administration, ranging from approximately 8.3 million acres in the smallest of the ten (Colorado and Montana) to approximately 48 million acres in the largest (Nevada). The one-million-acre claim in each state accordingly represents a small fraction, in every case well under one-fifth, of that state's existing Bureau of Land Management holdings, and does not require the disposal, sale, or reduction of any privately held, state-held, or tribally held land of any kind.

Ten million acres is equivalent to approximately 15,625 square miles. At full Phase 4 scale, were the complete 32 million person planning population of this Act to relocate voluntarily to ACE Territory secured under this Title over the full twenty-five year development horizon established in Title V, the resulting average density would be approximately 2,048 persons per square mile, or approximately 3.2 persons per acre, a density comparable to numerous major United States metropolitan regions. This Title does not propose individual homesteads or rural settlement. It proposes the land base for modern, self-governing cities and regional economies, built and owned collectively, consistent with the Eight Systems mission of Title V.

The purpose of land secured under this Title is identical in kind to the purpose of land secured under a Tribal Partnership Agreement pursuant to Title III: the development of self-governing, self-sustaining ACE communities encompassing housing, education, healthcare, public safety, food sovereignty, economic development, and the full institutional architecture established elsewhere in this Act.

**Sec. 2107. Required Terms of the Statute: No Conditions, No Partnership, No Reversion**

The ACE Sovereign Territory Act called for in Section 2105 shall, at minimum, secure for ACE Territory designated under this Title the full and unconditional equivalent of every protection, immunity, and authority currently held by federally recognized tribal nations with respect to their trust land, including but not limited to full jurisdictional sovereignty, exemption from state and local taxation, self-governance free of federal administrative oversight, and permanent title held in trust on ACE's behalf.

The strength of the sovereignty secured under this Title depends entirely on the text Congress enacts, not on the legislative doorway through which that text is requested. A statute drafted with the language proposed in this Title can secure protections fully identical in substance and durability to those an existing-mechanism claim would have secured, had one been legally available. ACE accordingly demands the maximum, unconditional protection package described above, in full, as a floor and not a ceiling.

The ACE Sovereign Territory Act shall NOT contain, and ACE will not accept legislation that contains, any of the following:

6. Any requirement that ACE enter into a partnership, co-governance arrangement, or any other form of formal relationship with the United States Government, any federal agency, or any state government as a precondition of the land grant or sovereignty designation;
7. Any reversionary clause or condition under which title to ACE Territory secured under this Title could revert to the United States Government, in whole or in part, upon any change in the use, governance, or development of that land by ACE;
8. Any continuing oversight authority, approval right, or veto power held by any federal agency, department, or official over ACE's governance, land use planning, or community development decisions within ACE Territory secured under this Title;
9. Any time limitation, sunset provision, or periodic renewal requirement on the sovereignty, tax exemption, or jurisdictional protections secured under this Title.

For illustration only, and not as a path ACE pursues or endorses, the Recreation and Public Purposes Act presently allows the Bureau of Land Management to convey public land to nonprofit organizations and communities at low or no cost for designated public purposes. Conveyances under that Act and similar authorities typically carry a reversionary clause requiring continued public-purpose use, with title returning to the federal government should that use lapse. This is precisely the category of conditional arrangement this Section forecloses. ACE's founder has stated plainly that there is no place for ACE to build under any arrangement requiring partnership with, or continuing dependency upon, the United States Government, and the terms of this Section exist to guarantee that posture in law.

### **Sec. 2108. Integration with ACE's Eight Systems Mission**

Land secured under this Title shall be developed according to the same Eight Systems framework, phased development structure, and institutional architecture established in Title V and the Titles that follow it, governing housing, education, healthcare, public safety, food sovereignty and agriculture, media and culture, governance, and economic development.

ACE Territory secured under this Title is not a distinct or lesser category of ACE community. It is full ACE Territory, governed by the same ACE Governing Charter once ratified, eligible for the same Community Investment Bond financing, MLI lending, ACE-CPF participation, and the entire institutional and financial architecture established throughout this Act, on terms identical to ACE Territory secured under a Tribal Partnership Agreement.

Where land secured under this Title and land secured under a Tribal Partnership Agreement are developed concurrently, the Founding Board shall coordinate resource allocation, phased development timelines, and institutional capacity across both tracks in a manner that strengthens, rather than divides, ACE's overall development capacity, consistent with the parallel, non-competing posture established in Section 2102.

### **Sec. 2109. Governance of Contingency-Track Territory**

ACE Territory secured under this Title shall be governed by the same three-branch governance structure established in Title XIX of this Act, the ACE Community Assembly, the ACE Executive Council, and the ACE Community Court, on terms identical to ACE Territory secured under a Tribal Partnership Agreement.

Because land secured under this Title is not subject to a Tribal Partnership Agreement, there is no Tribal Co-Governance Council counterpart with respect to that land, and no provision of Title XIX requiring Tribal Co-Governance Council consultation or approval shall apply to decisions concerning ACE Territory secured exclusively under this Title.

The absence of a Tribal Co-Governance Council counterpart for land secured under this Title shall not be read to diminish the legitimacy, permanence, or institutional completeness of that territory's governance in any respect. ACE Territory secured under this Title is governed by the full and complete ACE governance structure established in Title XIX, in exactly the same manner, and with exactly the same authority, as ACE Territory secured under Title III, with the sole distinction being the absence of a tribal partner with whom co-governance authority would otherwise be shared.

**Sec. 2110. Legislative and Political Strategy**

The ACE Sovereign Territory Act shall be pursued through the same three parallel tracks established for the Black American Tax Equity Initiative in Title XV, adapted to the subject matter of this Title:

10. Legislative advocacy. ACE shall advocate directly for the ACE Sovereign Territory Act through the ACE Congressional Caucus established in Title XVI, introduced as a standalone legislative measure and pursued independently of any existing tribal recognition or land-into-trust legislative vehicle, consistent with Section 2105(d).
11. Coalition building. ACE shall build coalition support for the ACE Sovereign Territory Act among sympathetic members of Congress, state legislatures, and aligned advocacy organizations, while making unmistakably clear, in every public and legislative communication, the parallel and non-competing relationship between this Title and ACE's tribal partnership strategy established under Section 2102.
12. Public political argument. ACE shall make the political argument established in the findings of Section 2101 directly and repeatedly: that one hundred sixty-one years after Special Field Order No. 15 was promised and revoked within the same year, the question is no longer whether the original promise can be fulfilled in full, but what a realistic and achievable remedy looks like today, and that the ten-million-acre claim of this Title is precisely that remedy.

The legal and historical foundation of this Title, particularly the continuity doctrine established in Section 2103 and its grounding in *Dred Scott v. Sandford*, is shared with and reinforces the Human Rights Doctrine established in Title XXII of this Act. ACE's legislative and political strategy under this Title and ACE's international human rights strategy under Title XXII shall be coordinated to present a single, consistent historical and legal narrative across both domestic and international forums.

ACE shall prepare and maintain, on permanent retainer with its legal counsel, a companion legal brief pre-arguing the strongest counterarguments to this Title, consistent with the standing practice established in Title IX, Section 902, addressing in particular the relationship between this Title's continuity doctrine and existing federal Indian law, anticipated challenges to the constitutionality and scope of the proposed ACE Sovereign Territory Act, and precedent for congressional creation of new sovereignty and trust-equivalent frameworks outside the standard administrative acknowledgment process.

## TITLE XXII

# THE HUMAN RIGHTS DOCTRINE

### **Sec. 2201. Purpose**

This Title establishes ACE's Human Rights Doctrine: the principle that the historical and contemporary harms suffered by Black Americans constitute violations of international human rights law, not merely domestic civil rights law, and that the proper remedy for those violations must be pursued simultaneously through both domestic legal channels and the international human rights system. This Title establishes the institutional infrastructure, strategic framework, and core legal theory through which ACE advances its international human rights claim, and commits ACE to a multi-track engagement strategy grounded in the specific procedural mechanisms available under existing international law.

### **Sec. 2202. The Civil Rights Ceiling and the Human Rights Foundation**

Prior generations of Black American leadership, at enormous personal cost and with extraordinary courage, pursued the recognition of Black Americans' civil rights within the domestic legal system of the United States. The Civil Rights Act of 1964, the Voting Rights Act of 1965, and the Fair Housing Act of 1968 represent the most significant legal achievements of that century-long struggle. ACE honors that legacy and does not diminish it.

What the civil rights framework could not fully address, and what its successors have since learned, is that civil rights are themselves downstream of human rights. A government extends civil rights to those it recognizes as fully human. The legal architecture of the United States denied Black Americans that recognition for two centuries before the civil rights movement began, and the domestic legal system through which civil rights remedies are sought remains the product and the instrument of the same government that originally denied that recognition. Asking a domestic legal system to remedy violations that preceded, enabled, and in many respects produced that system is a structurally limited strategy.

The deeper claim is a human rights claim. Human rights are not something a national government grants or withholds. They are inherent, recognized under international law independently of any domestic legal framework, and violated when a government fails to protect them regardless of what that government's domestic law says. ACE's doctrine is that the harms visited upon Black Americans constitute violations of international human rights law that are cognizable before international bodies independent of and in addition to their status as domestic civil rights violations. ACE pursues both tracks simultaneously, because the claim is of both characters and neither domestic nor international remedies alone are sufficient.

### **Sec. 2203. The Historical Record: A Human Rights Violation Before Personhood Was Recognized**

The human rights claim ACE advances rests on a documented historical record that begins not with civil rights but with the prior and more fundamental question of legal personhood. In *Dred Scott v. Sandford*, 60 U.S. 393 (1857), the Supreme Court of the United States held that Black Americans, free or enslaved, were not and could never become citizens of the United States,

and possessed no rights that the United States was bound to respect. This ruling was not merely a denial of civil rights. It was a denial of the legal personhood that is the precondition for any civil rights claim whatsoever. A people whose government has formally declared them non-persons under law have not had their civil rights violated. They have had their human rights violated at the most fundamental level that legal language can express.

Dred Scott was formally superseded by the Fourteenth Amendment in 1868. It was not superseded by the human rights violation it expressed. The legal architecture of chattel slavery that predated Dred Scott, and the century of Jim Crow legal subordination that followed the Fourteenth Amendment, together constitute a sustained, deliberate, government-designed pattern of denial not merely of equal treatment but of the foundational human status from which equal treatment flows. Contemporary structures and systems, including racial profiling, differential health outcomes, the Black maternal mortality crisis, the wealth gap, mass incarceration, and unequal access to education and political participation, are not independent phenomena. They are the documented, measurable present-day consequences of that sustained historical pattern, and they constitute the ongoing, present-day dimension of the human rights violation ACE names.

This framing does not replace or supersede the domestic civil rights claims ACE pursues through BATEI and Title XXI. It adds to them a layer of claim that those domestic instruments cannot reach: the claim that the United States has failed its obligations as a State party to international human rights instruments, before international bodies whose authority does not depend on U.S. domestic law and cannot be foreclosed by U.S. domestic political decisions.

#### **Sec. 2204. The International Legal Foundation**

ACE's human rights claim is grounded in the following international instruments and their applicability to the documented historical and contemporary record described in Section 2203:

13. The Universal Declaration of Human Rights (UDHR, 1948). Article 1 declares that all human beings are born free and equal in dignity and rights. Article 2 establishes that every person is entitled to all rights and freedoms without distinction of any kind including race. Article 7 establishes equality before the law and equal protection against discrimination. The UDHR is not a treaty with a binding enforcement mechanism, but it is the foundational statement of international human rights consensus and the normative source from which the binding treaty obligations below derive.
14. The International Convention on the Elimination of All Forms of Racial Discrimination (ICERD, 1965). Ratified by the United States in 1994. ICERD is the central binding treaty obligation of the United States in the domain of racial discrimination. It requires State parties to prohibit and eliminate racial discrimination in all its forms, guarantee the right to equality before the law, and ensure effective remedies for acts of racial discrimination. The Committee on the Elimination of Racial Discrimination (CERD), ICERD's monitoring body, is the primary international body through which ACE's engagement strategy operates, as established in Section 2205 of this Title.
15. The International Covenant on Civil and Political Rights (ICCPR, 1966). Ratified by the United States in 1992. Article 2 requires each State party to respect and ensure all Covenant rights without distinction as to race or color.

Article 26 guarantees all persons equal and effective protection against discrimination on any ground including race. The United States' ratification, while accompanied by reservations, establishes binding obligations relevant to the documented patterns of racial inequality described in Section 2203.

16. The Durban Declaration and Program of Action (2001). Adopted by consensus at the World Conference against Racism, Racial Discrimination, Xenophobia and Related Intolerance. The Durban Declaration recognized slavery and the slave trade as crimes against humanity and identified them as among the major sources and manifestations of contemporary racism, racial discrimination, xenophobia, and related intolerance. The Durban Declaration is not a binding treaty, but it constitutes authoritative international consensus on the character of the historical violations underlying ACE's human rights claim and the obligation of governments to provide effective remedies for their continuing consequences.

### **Sec. 2205. The International Engagement Strategy**

ACE pursues its international human rights claim through the following multi-track engagement strategy, informed by the procedural reality of what mechanisms are actually available against the United States under existing international law, not by what mechanisms would ideally exist if the United States had accepted all available treaty jurisdiction.

ACE's engagement strategy is designed around a clear-eyed understanding of what the United States has and has not accepted. The U.S. has never made the Article 14 declaration under ICERD that would allow individual or group complaints against it before CERD. The U.S. has never ratified the First Optional Protocol to the ICCPR that would allow individual complaints under that Covenant. The U.S. formally withdrew from the Universal Periodic Review in August 2025. These closures are facts, not arguments, and ACE's strategy is built around what remains genuinely open, not around what is closed.

The following tracks are pursued simultaneously and independently, so that the closure or disruption of any one track does not halt the others:

17. Primary track: CERD reparations General Recommendation engagement. The Committee on the Elimination of Racial Discrimination is actively developing a General Recommendation on reparations for the historical injustices caused by the chattel enslavement of Africans and the subsequent harms inflicted upon people of African descent. As of the time of this Act's drafting, CERD's first draft general recommendation on reparations exists and emphasizes that there are ongoing harms related to chattel slavery and the trade in African peoples, and that the present manifestations of these harms must be addressed and remedied as a matter of human rights law. ACE engages this process by submitting documented evidence of the specific harms described in Section 2203 at every available stage of the General Recommendation's development and adoption, to contribute to a document that, once adopted, constitutes internationally authoritative guidance on the obligations of ICERD State parties including the United States.

18. Secondary track: UN Special Procedures communications. The UN Special Procedures system, including thematic mandate-holders such as the Special Rapporteur on contemporary forms of racism, racial discrimination, xenophobia and related intolerance (currently Ms. Ashwini K.P. of India, whose mandate was renewed by Human Rights Council resolution 61/35 in March 2026), operates independently of any U.S. treaty declaration or ratification. Any individual, group, civil-society organization, or other entity may submit information to Special Procedures mandate-holders. The mandate holder may then send an urgent appeal or letter of allegation to the U.S. government, which generates a formal, publicly documented international record of the communication and any government response. ACE submits documented information through this channel and coordinates with mandate-holders whose specific thematic authority covers the violations described in Section 2203.
19. Tertiary track: CERD Early Warning and Urgent Action Procedure. CERD's Early Warning and Urgent Action Procedure is distinct from and does not require the Article 14 individual complaints mechanism that the United States has not accepted. The procedure has been used successfully before the United States on Indigenous land rights claims, producing CERD Decision 1(68) in 2006 urging the United States to freeze and desist from actions against Western Shoshone peoples, a decision still cited in current CERD proceedings. ACE evaluates whether the documented pattern of harm described in Section 2203 satisfies the procedure's threshold criteria of serious, massive, or persistent patterns of racial discrimination requiring urgent attention, and pursues this track where the threshold can be met.
20. Supplementary track: independent human rights documentation. ACE produces and publishes an independent human rights assessment of the United States' record on the harms described in Section 2203, following the format and documentation standards established for Universal Periodic Review stakeholder submissions, but published and disseminated independently given the United States' 2025 withdrawal from the UPR. This document creates a permanent, citeable, publicly available record of ACE's human rights claim independently of any formal international proceeding, and supports ACE's engagement with international allies, civil society partners, and the media.

### **Sec. 2206. The ACE Human Rights Commission**

ACE shall establish the ACE Human Rights Commission as a formal institution within the ACE sovereign institutional ecosystem, accountable to the ACE Co-Governance Council and operating alongside the ACE Justice League established in Title XVI. The ACE Human Rights Commission is distinct from the ACE Justice League in mandate and forum: the ACE Justice League operates in domestic civil rights forums, handling discrimination complaints, police accountability, and civil rights litigation on behalf of ACE community members within the U.S. legal system. The ACE Human Rights Commission operates in the international human rights system, advancing ACE's collective claim before international bodies and building the permanent international record of the human rights violation this Title names.

The ACE Human Rights Commission shall have the following responsibilities:

21. Maintaining the ACE Human Rights Documentation Record: a continuously updated, rigorously documented compilation of the historical and contemporary evidence supporting ACE's human rights claim, organized by the categories of violation identified in Section 2203, cited to primary sources, and maintained at a standard of documentation suitable for submission to international bodies.
22. Preparing and submitting ACE's contributions to international human rights processes including the CERD reparations General Recommendation process, Special Procedures communications, and any other international mechanism identified in Section 2205 or added to the engagement strategy over the 25-year development horizon.
23. Producing ACE's annual Human Rights Assessment: an independently published document documenting the United States' record on the specific harms described in Section 2203, released publicly each year and disseminated to international partners, civil society organizations, and the ACE community.
24. Building and maintaining relationships with international civil society organizations, academic institutions, and allied governments engaged in international human rights advocacy on behalf of people of African descent, including organizations that have already submitted to the CERD reparations process, to coordinate evidence and amplify the collective international record.
25. Coordinating ACE's international human rights strategy with the domestic legislative strategies established in Title XV (BATEI) and Title XXI (Tribal Partnership Contingency Framework), presenting a single, consistent historical and legal narrative across all three tracks. The Continuity Doctrine established in Title XXI Section 2103, grounded in *Dred Scott v. Sandford*, serves the international human rights strategy directly: the same Supreme Court language that established the legal denial of Black American personhood and citizenship is the primary historical evidence of the pre-civil-rights human rights violation this Title names.

### **Sec. 2207. The Historical Precedent: Learning from Prior Attempts**

ACE's international human rights strategy is informed by two precedents that point in opposite directions and together define the parameters of a sound strategy.

The first precedent is cautionary. In December 1951, the Civil Rights Congress submitted a petition to the United Nations titled *We Charge Genocide: The Crime of Government Against the Negro People*, documenting hundreds of lynching cases and other forms of brutality and discrimination. Despite its receipt by UN bodies, the United Nations never formally acknowledged, debated, or responded to the petition. The U.S. government worked behind the scenes to prevent any formal UN consideration, and the petitioners faced direct state retaliation including passport seizure. The petition was a freestanding document delivered outside any defined procedural channel, with no standing mechanism to receive it, no designated body obligated to act on it, and no defined process that would produce a response.

The lesson ACE takes from this precedent is not that international engagement is futile, but that engagement must be routed through actual, defined procedural mechanisms, not delivered as a dramatic gesture to a body with no formal obligation to respond.

The second precedent is instructive. Beginning in 1999, civil society organizations working with Western Shoshone communities submitted petitions to CERD's Early Warning and Urgent Action Procedure, a mechanism distinct from and independent of the Article 14 individual communications channel the United States has not accepted. The process produced CERD Decision 1(68) in 2006, a real, durable, internationally citable decision urging the United States to freeze and desist from actions against Western Shoshone peoples. The decision has been cited and renewed in CERD proceedings as recently as 2022. It did not bind the United States as a court judgment would. It did create a permanent, professionally produced, internationally authoritative record that continues to carry weight in diplomatic and legal contexts more than fifteen years after it was issued. ACE's engagement strategy models itself on this precedent: patient, multi-year, professionally supported engagement through actual standing mechanisms, producing a durable international record, not a single dramatic petition designed for immediate impact.

#### **Sec. 2208. Coordination with Title XXI and BATEI**

The human rights doctrine established in this Title and the domestic legal strategies established in Title XV (BATEI) and Title XXI (the Tribal Partnership Contingency Framework) are not separate arguments pursued in isolation. They are three expressions of a single, unified claim: that the United States government bears a documented, specific, and legally cognizable obligation to Black Americans arising from two centuries of deliberate, government-designed harm, and that obligation has not been discharged by any domestic remedy enacted to date.

The three tracks reinforce each other directly. The domestic legislative argument for BATEI is strengthened when the same historical record is simultaneously being cited in an internationally recognized human rights process, because the international record creates reputational and diplomatic pressure on Congress that domestic advocacy alone cannot generate. The international human rights claim is strengthened when ACE has simultaneously pursued and been denied adequate domestic remedies, because the exhaustion of domestic channels, even where not formally required by international procedure, demonstrates to international bodies the structural inadequacy of the domestic system. Title XXI's contingency land claim is strengthened when the same Continuity Doctrine grounded in *Dred Scott v. Sandford* is being argued simultaneously before Congress and before international human rights bodies, because the consistency of the claim across forums is itself evidence of its seriousness and legal grounding.

ACE coordinates the timing, documentation, and public communication of all three tracks through the ACE Human Rights Commission in partnership with the ACE Policy Institute and the ACE Congressional Caucus, to ensure that every development in one track is immediately communicated to and leveraged by the others.

#### **Sec. 2209. Non-Abandonment of Domestic Remedies**

Nothing in this Title shall be construed as abandoning, superseding, or deprioritizing ACE's pursuit of domestic civil rights and legislative remedies.

The Human Rights Doctrine established in this Title is additive, not substitutive. ACE pursues both domestic and international tracks simultaneously, because the claim is of both characters, because neither track alone is sufficient, and because the strategic reinforcement between tracks is only available when both are actively pursued.

The Human Rights Doctrine is also not a statement of despair about the domestic system. It is a statement of realism about what the domestic system can and cannot provide, and a statement of principle about where the claim properly belongs. The harms described in Section 2203 were not only violations of U.S. domestic law. They were violations of human rights recognized under international law independently of any domestic framework. ACE asserts both, because both are true.

## **CLOSING PROVISIONS**

### **SEVERABILITY, RATIFICATION, AND CALL TO ACTION**

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#### **Sec. 1301. Severability**

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

#### **Sec. CP-2. Ratification**

This framework shall be considered ratified and effective upon endorsement by the ACE Founding Board Co-Chairs and the duly authorized representatives of the first Tribal Partner executing a Tribal Partnership Agreement pursuant to Title III.

#### **Sec. 1303. Call to Action**

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Founding Author and Originating Authority

**Léandre Poplus**

**Founder - Alliance for Collective Empowerment**

This document was conceived, developed, and authored by Léandre Poplus as the founding legislative proposal of the Alliance for Collective Empowerment. It is submitted in the spirit of the inalienable right of peoples to determine the conditions of their own lives, and in the conviction that Black and Native American communities, working together, have the vision, the legal foundation, the economic power, and the collective will to build what they have always deserved.

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**Léandre Poplus, Founder**

Alliance for Collective Empowerment (ACE)

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To every Black American who has been told that the system cannot be changed, ACE is not asking the system for permission.

To every Native American leader who has watched sovereignty promised and sovereignty broken ACE comes as a partner, not a petitioner. We bring capital, population, and purpose. You bring land, sovereignty, and the oldest knowledge on this continent. Together, we build what neither of us can build alone.

To every person of means and conscience who has asked what their wealth is actually for here is the answer.

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**THE FUTURE IS OURS.**  
**LET'S BUILD IT.**

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**Alliance for Collective Empowerment (ACE)**  
*Draft Framework - For Coalition Review and Tribal Endorsement.*