

CANNABIS TESTING LABORATORY, DISTRIBUTION, MANUFACTURING IN VISTA APPLICATION FORM

(See Instructions for Additional Information)

Full Legal Name of Cannabis Business Proposed to Test, Distribute, or Manufacture in Vista: _____

Secretary of State Entity Number: _____

DBA (if applicable): _____

Mailing Address: _____ City/State: _____ Zip: _____

Telephone: _____ Email: _____

Contact Name: _____

Applicant Seeks to Operate as a: *(check one)*

Cannabis Distributor:
Type II

Cannabis Manufacturer:
Type 6

Cannabis Testing Laboratory:

Proposed Cannabis Business Location:

Address: _____ City/State: _____ Zip: _____

Signatures

I declare under penalty of perjury that the foregoing is true, accurate and complete, and that all documents supplied in connection with this application are true, accurate and complete. I realize that this application will be evaluated based on the data I am submitting.

Name of Person Signing Application (Print): _____

Signature of Applicant: _____ Date: _____

Title of Person Signing: _____

(Must be President, Chief Executive Officer, or Chair of the Board)

Inside This Form

1. Cannabis Application Form for Testing Laboratory, Distribution, Manufacturing
2. Required Documents
3. Instructions
4. Request for Live Scan Form
5. Release and Waiver
6. Indemnity Agreement

CANNABIS TESTING, DISTRIBUTION, & MANUFACTURING REQUIRED DOCUMENTS

PROVIDE THE FOLLOWING PAYMENTS, LIVE-SCAN REPORTS, AND REQUIRED DOCUMENTS (Refer to Instructions)

REQUIRED PAYMENT

_____ Application filing fee (Cannabis Enterprise) \$4,318 (Cashier's check only)

REQUIRED DOCUMENTS

- _____ 1. Proof of organizational status.
- _____ 2. List of each member of the management and ownership team.
- _____ 3. A copy of the Live Scan application form for each member of the management and ownership team.
- _____ 4. Release and Waiver for each member of the management and ownership team.
- _____ 5. A complete management and ownership team report.
- _____ 6. Documentation establishing that the applicant is, or will be, entitled to possession of the premises for which the application is made.
- _____ 7. Operating plan for the proposed cannabis enterprise facility.
- _____ 8. A security plan for the proposed cannabis enterprise facility.
- _____ 9. A capital investment and business plan.
- _____ 10. A signed indemnity agreement.

PRIOR TO COMMENCING OPERATIONS

The business and its owners and operators shall obtain:

- 1. Special Use Permit (Distribution and Manufacturing sites only)
- 2. Bureau of Cannabis Control License allowing for the operation of the specified business type
- 3. Vista Cannabis Testing, Distribution or Manufacturing license
- 4. Certificate of Occupancy
- 5. Vista Business License
- 6. Insurance at coverage limits and with conditions as detailed in Exhibit A of the Indemnity Agreement
- 7. Employee work permits

SUBMIT APPLICATION, PAYMENT AND DOCUMENTATION TO:

City Clerk's Office
200 Civic Center Drive
Vista, CA 92084

CANNABIS TESTING, DISTRIBUTION, & MANUFACTURING SUBMITTAL APPLICATION INSTRUCTIONS

Applicant Cover Sheet: Complete as directed. (VMC § 5.98.070.A-N). The person identified and signing for the applicant must be the President, Chief Executive Officer, or Chair of the Board of Directors of the cannabis business proposed to operate in Vista.

Application Fee: City Council Resolution establishes an application fee of \$4,318, which must be submitted with the application packet. This fee may only be paid with a Cashier's Check and shall be made payable to the City of Vista.

Proof of Organizational Status: Provide proof of organizational status such as articles of incorporation, partnership agreements, or other documentation as may be required by the City of Vista.

Management & Ownership Team:

1. Provide a list of all members of the management and ownership team.
2. Provide required proof of Live Scan (VMC § 5.98.070.F) for each member of the management and ownership team. Use attached 'REQUEST FOR LIVE SCAN SERVICE' form. Live Scan locations can be found online at <https://oag.ca.gov/fingerprints/locations>. Proof of Live Scan to be submitted with application is the payment receipt for the service. Results may not be older than 60 days of the date of filing the application, showing no felony drug convictions in the past four years.
3. Each member of the management and ownership team must complete and sign a Release and Waiver, notary is required.
4. Provide a complete Management and Ownership Team Report inclusive of all required information, demonstrating that the management and ownership team have the skills, experience and track record to assure that the cannabis enterprise will operate in manner that will satisfy all state and local laws.

Property Ownership and/or Lease Information: Evidence of lawful possession consists of a properly recorded deed, lease, evidence of ownership of the premises, or other written documents acceptable to the City. The licensed premises shall only be the geographical area that is specifically and accurately described in executed documents verifying lawful possession.

Operating Plan for Proposed Cannabis Enterprise Facility:

1. A general description of the types of products to be tested, manufactured, or distributed by the cannabis enterprise.
2. A floor plan designating all interior dimensions and the layout of the cannabis enterprise facility, including all limited access areas, areas of ingress and egress, and all security camera locations. Such floor plan shall also show the principal uses of the floor area depicted therein and shall identify all areas where product will be located.
3. If the applicant is a cannabis manufacturer whether the manufacturer intends to transport its own manufactured products. If so, the operating plan shall include: (a) an assurance that the transport will be conducted only pursuant to a valid and current Type 13 transport-only license with a "self-distribution" restriction; (b) an assurance that no transport of any cannabis shall occur except that allowed by a Type 13 license with a "self-distribution" restriction; and (c) a description of the number of vehicles, nature of vehicles, and projected operation of vehicles to be used in the self-distribution of the applicant's manufactured products.

Security Plan:

1. **Video surveillance.** The cannabis enterprise facility must be equipped with a video surveillance system that meets all of the requirements of Cal. Code Regs., Title 16, § 5044 as well as those set forth in this subsection.
 - Security cameras and digital storage of recordings shall be maintained in good condition and used in an on-going manner, twenty-four (24) hours per day, and seven (7) days per week.
 - The security system must maintain at least ninety (90) calendar days of digitally recorded video for each security camera in the licensed premises. Security footage should be stored in an MPEG4, MJPEG, H.264, or another format approved by the City in writing and the recorded video shall be made available to the Sheriff Department or the City immediately upon request.
 - Security cameras must provide adequate and sufficient coverage for the facility, which must include but need not to be limited to, all restricted and limited access areas, all areas of ingress and egress, the public areas, storage areas, and any other areas as required by this chapter and applicable provisions of state law.
 - The video surveillance system must be equipped with a failure notification system that provides prompt notification to a security company licensed by the department of consumer affairs, bureau of security and investigative services, of any surveillance interruption or complete failure of the surveillance system that lasts longer than fifteen (15) minutes. The licensed alarm company must promptly report any such notification to the Sheriff Department.

CANNABIS TESTING, DISTRIBUTION, & MANUFACTURING SUBMITTAL APPLICATION INSTRUCTIONS CONTINUED

Continued Security Plan

- The video surveillance system shall have sufficient battery backup to support a minimum of twelve (12) hours of recording in the event of a power outage.
- Unless waived by the City in writing, the video surveillance system shall stream a live feed accessible to the Sheriff Department via a secure Internet portal, virtual private network or other form of secure remote access.

2. Alarm system.

The cannabis enterprise facility shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the department of consumer affairs, bureau of security and investigative services, and approved by the City. "Perimeter entry points" includes, regardless of size, all doors, windows, hatches and/or points at which systems (such as HVAC systems) enter a structure.

3. Signage requirement.

The cannabis enterprise facility must comply with the following signage requirements.

- A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."
- Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than a one inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."
- In addition to the requirements set forth in the Development Code, and applicable special use permit, if any, signage shall be limited to the business name and address with no advertising, banners, green crosses, or similar insignia.

4. Lighting.

The cannabis enterprise facility's entrance(s) and all window areas shall be illuminated during evening hours. The applicant shall comply with the city's lighting standards regarding fixture type, wattage, illumination levels, shielding, and other restrictions, and secure the necessary approvals and permits as needed.

5. Commercial-grade locks. All points of ingress and egress to a cannabis enterprise facility shall ensure the use of commercial-grade, nonresidential door locks and window locks.

Capital Investment & Business Plan: Demonstrating that sufficient investment for the business has been obtained, and that the business can maintain its operations for a period of at least five years.

Indemnity Agreement: Initial the bottom right corner of each page, including Exhibit A. A California all purpose notary acknowledgment must be attached for all signatures.

Submit required insurance documents or provide a statement indicating when insurance documents expect to be available. No license will be issued until after the required insurance documents are submitted and approved.



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

A1688

ORI (Code assigned by DOJ)

PERMIT

Authorized Applicant Type

CANNABIS BUSINESS

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

CITY OF VISTA

Agency Authorized to Receive Criminal Record Information

00086

Mail Code (five-digit code assigned by DOJ)

200 CIVIC CENTER DRIVE

Street Address or P.O. Box

KATHY VALDEZ

Contact Name (mandatory for all school submissions)

VISTA

City

CA

State

92084

ZIP Code

(760) 726-1340

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex

Male

Female

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing

Number

(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc.

Number

(Other Identification Number)

Home

Address Street Address or P.O. Box

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service:

DOJ

FBI

(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

CITY OF VISTA

Employer Name

00086

Mail Code (five digit code assigned by DOJ)

200 CIVIC CENTER DRIVE

Street Address or P.O. Box

VISTA

City

CA

State

92084

ZIP Code

+1 (760) 726-1340

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170



**City Attorney
City Prosecutor**

Darold Pieper | City Attorney & City Prosecutor
Annie Tomasik Sahhar | Assistant City Attorney & City Prosecutor
Walter C. Chung | Assistant City Attorney & City Prosecutor
Amanda L. Guy | Deputy City Attorney & City Prosecutor

CONFIDENTIAL

**CANNABIS BUSINESS LICENSE
RELEASE AND WAIVER
(NOTARY REQUIRED)**

TO WHOM IT MAY CONCERN

FULL NAME: _____ (Print Name)

This Release and Waiver authorizes the City of Vista, and its law enforcement agency the San Diego County Sheriff’s Department (collectively, the “City”), to undertake a criminal background check of me and to verify the information contained in the cannabis business license application pursuant to Chapter 5.98 of the Vista Municipal Code.

I hereby authorize for one year from the date of execution hereof, any authorized representative of the City bearing this release, or a copy of it, to obtain any information pertaining to my employment, credit history, education, residence, academic achievement, personal information, work performance, background investigations, and disciplinary records, including any files which are deemed to be confidential and/or sealed. I also authorize release of any criminal justice records of criminal convictions, citations, probation and parole records, and police reports.

I hereby direct you to release this information upon request of the bearer. I further authorize the bearer to make photographic copies of these records.

I hereby grant consent for the City to furnish the information described above to third parties including, but not limited to, appropriate law enforcement agencies or authorities, in the course of fulfilling its official responsibilities.

I hereby acknowledge and agree that I waive any right or opportunity to read or review any of the information provided in response to this investigation. I also waive any right or opportunity to read or review any background investigation report(s) prepared as part of this investigation.

I hereby release the City of Vista, the San Diego County Sheriff’s Department, and everyone providing information pursuant to this Release and Waiver, both individually and collectively, from any and all liability for damage of whatever kind, which may at any time result to me, my heirs, or my assigns because of compliance with this authorization and request to release information, or any attempt to comply with it. If further information regarding this request is needed, please call the Vista City Attorney at (760) 639-6119.

This release is executed with solely upon the condition that the information is for the official use of the City of Vista, is received in confidence, and will not be disclosed or released pursuant to the California Public Records Act.

[Continued On Reverse]

00081721 2 20200205

CONFIDENTIAL
THIS INFORMATION IS RECEIVED IN CONFIDENCE AND IS NOT SUBJECT TO RELEASE UNDER THE CALIFORNIA PUBLIC RECORDS ACT. DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.



CANNABIS BUSINESS LICENSE
RELEASE AND WAIVER
Page 2

NAME OF BUSINESS: _____

SSN: _____ DOB: _____

ALIASES (If any): _____

CURRENT ADDRESS: _____

PHONE NUMBER: (____) _____ EMAIL: _____

(Signature)

(Date)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public, or other officer completing this certificate, verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me, _____
Date Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

APPROVED
Darold Pieper
20200205141734

00081721 2 20200205

(Notary Seal)

CONFIDENTIAL
THIS INFORMATION IS RECEIVED IN CONFIDENCE AND IS NOT SUBJECT TO RELEASE UNDER THE CALIFORNIA PUBLIC RECORDS ACT. DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

CANNABIS ENTERPRISE LICENSE INDEMNITY AGREEMENT

THIS CANNABIS ENTERPRISE LICENSE INDEMNITY AGREEMENT is made and entered into as of _____ (“Agreement Date”), by and between the **CITY OF VISTA**, a chartered municipal corporation (“City”), and _____ (“Licensee”).
(Legal business name and status)

City and Licensee are sometimes individually referred to as a “Party” and collectively as “Parties.”

RECITALS

A. Licensee desires to obtain a cannabis enterprise license to operate a cannabis enterprise within the city limits of City.

B. Vista Municipal Code section 5.98.070.M requires the Licensee to enter into an indemnity agreement and agree to defend and indemnify City and other against certain legal challenges and actions.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Licensee agree as follows:

AGREEMENT

1. Indemnification Associated with License. Licensee agrees to indemnify, defend, and hold harmless (at its sole cost and expense), City and its officers, officials, employees, volunteers and agents (“Indemnified Parties”) from and against each and every claim, loss, injury, damage, cost, fee, action, proceeding, including legal fees and costs, judgment, award or liability of any nature (individually and collectively, “Liability”) arising from any challenge to the issuance of this license to the Licensee, including any decisions to renew or extend this license, whether arising directly or indirectly from any act or failure to act by Indemnified Parties. Licensee’s duties under this subsection are solely subject to and conditioned upon the Indemnified Parties’ written request to Licensee to indemnify the Indemnified Parties. Licensee shall provide defense reasonably acceptable to the City, as reasonably determined by the City Attorney, within five business days of notice from the City of a Liability. Licensee shall deposit the expected costs of defense, as reasonably determined by the City Attorney, with the City within five business days of such direction, if any.

2. Indemnification Associated with Operations. Licensee shall indemnify, defend, and hold harmless the Indemnified Parties against any and all Liability arising out of or in connection with Licensee’s operations and conduct under this License, including conduct by Licensee’s drivers, except: (1) Liability caused by City's sole negligence or willful misconduct; or (2) for Liability caused by City's active negligence, in which case the indemnity received by City shall be reduced by the amount: (a) that City's active negligence contributed to the Liability on a comparative basis; or (b) such other amount as may be required by law. This obligation is effective without reference to the existence or applicability of any insurance coverages which may have been required under this License or any additional insured endorsements which may extend to Indemnified Parties. Licensee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnified

Parties while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Licensee regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

3. Counsel. All defense obligations under this Agreement shall be made using legal counsel reasonably selected and employed by City.

4. Interpretation. Without in any way limiting the provisions of sections 1 and 2 above, the Parties agree that these sections shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the date of this Agreement. Licensee's indemnity obligations set forth in these subsections shall survive the termination or expiration of any license issued or renewed in connection with this Agreement for a period of five years.

5. Insurance. Licensee shall comply with the insurance provisions set forth in Exhibit A.

6. This Agreement contains all of the agreements of the Parties hereto with respect to the matters herein, and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended or added to except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Agreement Date.

"City"

"Licensee"

THE CITY OF VISTA, a chartered municipal corporation

(Legal business name and status)

By: _____
PATRICK JOHNSON, CITY MANAGER

By: _____

ATTEST:
KATHY VALDEZ, CITY CLERK

Name & Title

By: _____

By: _____

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

Name & Title

By: _____

When signing as Corporation necessary signatures are
President OR Vice President AND Secretary OR
Assistant Secretary.)

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

*NOTE: A CALIFORNIA ALL PURPOSE NOTARY
ACKNOWLEDGMENT MUST BE ATTACHED FOR ALL
SIGNATURES ABOVE*

By: _____

APPROVED
Darold Pieper
20200213110419

EXHIBIT A INSURANCE REQUIREMENTS

Licensee shall procure and maintain for the duration of the License Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Work Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, volunteers and agents are to be covered as additional insureds** on the CGL policy and automobile liability policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Licensee's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this License Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.