

CANNABIS TESTING LABORATORY, DISTRIBUTION, MANUFACTURING CHANGE IN MANAGEMENT & OWNERSHIP TEAM APPLICATION FORM

(See Instructions for Additional Information)

Full Legal Name of Cannabis Business: _____

City of Vista Business License Number: _____

Secretary of State Entity Number: _____

DBA (if applicable): _____

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

Telephone: _____ Email: _____

Contact Name: _____

Type of Business: (check one)

Cannabis Distributor:
Type II

Cannabis Manufacturer:
Type 6

Cannabis Testing Laboratory:

Cannabis Business Location:

Address: _____ City/State: _____ Zip: _____

Applicant seeks to: _____ Change Management and Ownership Team Members _____ Transfer Ownership

*For Transfer of Ownership, provide the following information for the proposed new owner:

Full Legal Name _____

Secretary of State Entity Number: _____

DBA (if applicable): _____

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

Telephone: _____ Email: _____

Contact Name: _____

Application continued on page 2

Inside This Form

1. Cannabis Enterprise Management & Ownership Team Application
2. Application Continued - Signature page
3. Required Documents
4. Instructions
5. Request for Live Scan Form
6. Release and Waiver
7. Indemnity Agreement
8. Acknowledgment of Liability for Unpaid Taxes

CANNABIS TESTING LABORATORY, DISTRIBUTION, MANUFACTURING CHANGE IN MANAGEMENT & OWNERSHIP TEAM APPLICATION FORM CONTINUED

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)

For Transfer of Ownership

Name of Person Signing for Proposed New Owner (Print): _____

Signature of Person: _____ Date: _____

Title of Person Signing: _____
(Must be President, Chief Executive Officer, or Chair of the Board)

CANNABIS TESTING, DISTRIBUTION, MANUFACTURING CHANGE IN MANAGEMENT & OWNERSHIP TEAM REQUIRED DOCUMENTS

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

REQUIRED PAYMENT

_____	Application filing fee (Change in Management & Ownership Team)	\$269
_____	Application filing fee (Transfer of Ownership)	\$662

REQUIRED DOCUMENTS

- _____ 1. Proof of organizational status, if new ownership proposed.
- _____ 2. List of each member of the management and ownership team.
- _____ 3. A copy of the Live Scan application form for each new member of the management and ownership team.
- _____ 4. Release and Waiver for each new 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, if new ownership is proposed.
- _____ 7. A capital investment and business plan, if new ownership is proposed.
- _____ 8. A signed indemnity agreement, if new ownership is proposed.
- _____ 9. If a transfer of ownership is proposed, both the current owner and proposed new owner must sign the acknowledgment of liability for unpaid taxes.

PRIOR TO COMMENCING OPERATIONS UNDER NEW OWNERSHIP

The business and its owners and operators shall obtain:

- 1. Bureau of Cannabis Control License allowing for the operation of the specified business type
- 3. Vista Cannabis Testing, Distribution or Manufacturing license
- 4. Vista Business License
- 6. Insurance at coverage limits and with conditions as detailed in Exhibit A of the Indemnity Agreement

SUBMIT APPLICATION, PAYMENT AND DOCUMENTATION TO:

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

CANNABIS TESTING, DISTRIBUTION, MANUFACTURING CHANGE IN MANAGEMENT & OWNERSHIP TEAM 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 No. 2020-191 establishes an application fee of \$269, for modifications to the management and ownership team and \$662 for transfer of ownership, which must be submitted with the application packet.

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 new 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 new member of the management and ownership team must complete and sign a Release and Waiver, notary is required.
4. Provide an updated 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.

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.

Acknowledgment of Liability for Unpaid Taxes: Both the current owner and proposed new owner must sign the acknowledgment.



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)

Misc.

Number

(Other Identification Number)

Place of Birth (State or Country)

Social Security 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 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.



Acknowledgement of Liability for Unpaid Taxes

If the Transfer of Ownership Application is approved, the undersigned acknowledge and agree that both the proposed new owner and the existing business owner will be jointly and severally liable to the City for the amounts of any unpaid taxes and/or fees that accrued or may be attributable to the existing medical cannabis business activity occurring prior to the Transfer Effectuation Date. The undersigned further acknowledge and agree that the City, in its sole discretion, may pursue any and all actions or remedies to collect such unpaid taxes against either the proposed new owner, the existing business owner or both.

Name of Proposed New Medical Cannabis Business Owner:

Printed Name and Title* of Person Signing for Proposed New Owner:

Signature: _____ Date: _____

Name of Existing Medical Cannabis Business Owner:

Printed Name and Title* of Person Signing for Proposed New Owner:

Signature: _____ Date: _____

**Must be either the President, Chief Executive Officer, or Chair of the Board of Directors*