



**Planning and Building Agency
Cannabis Division**

CANNABIS LICENSE APPLICATION

ALL FEES ARE NON-REFUNDABLE – THIS APPLICATION IS A PUBLIC RECORD

Application Number _____ Date _____
To be filled out by City To be filled out by City

Applicant Name: _____
 Location Address: _____

Check each that applies:

Cannabis Application	Fee
Initial	<input type="checkbox"/> \$18,644.85
Entity Transfer or Modification**	<input type="checkbox"/> \$18,644.85

TOTAL FEES _____

Application Activities (mark all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Cannabis Cultivation | <input type="checkbox"/> Cannabis Manufacturing* |
| <input type="checkbox"/> Cannabis Distribution / Transportation | <input type="checkbox"/> Cannabis Testing |
| <input type="checkbox"/> Cannabis Dispensary | <input type="checkbox"/> Non-store Front Delivery |

*For Manufacturing, circle one: Volatile Non-Volatile

**For a transfer of one person or entity to another, original permit holder must submit a signed and dated letter on professional letterhead detailing his/her intention to be removed from the business and permit.

Conditional Use Permit Application Number (required before operation):

Other related permits (previous cannabis applications, location development plan, etc.):

Please print the following information and attach the conditions of approval for each permit you list:

<p>I. Application Information Name of Business: _____ Applicant entity structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (described): _____</p>
<p>II. Applicant (Entity Name) _____ Applicant Representative & Title: _____ (this is the person who will be listed on the permit when it is issued, and whom the planning department will contact regarding this application) Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Email: _____ Cellphone: _____</p>
<p>III. Location / Property Information Facility address (issued by City of Barstow. If there are multiple addresses, list them all): _____ _____ Assessor's Parcel Number (Issued by San Bernardino County Assessor): _____ Zip Code: _____ Total square-Feet of each structure on site: _____</p>
<p>IV. Property Owner information Recorded Owner: _____ Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Cellphone: _____</p>
<p>V. Criminal Convictions</p>

Please list any felony criminal convictions or misdemeanor convictions involving moral turpitude, or the illegal use, possession, transportation, distribution, or similar activities related to controlled substances. Please list offense, date of offense, date of conviction, and City in which conviction occurred:

- 1. _____

- 2. _____

- 3. _____

- 4. _____

VI.

Unfair Business Practices

For any Applicant or Managing Member, please list all unlawful, fraudulent, unfair, or deceptive business acts or practices:

- 1. _____

- 2. _____

- 3. _____

Business Entity Information

Appropriate Entity:

Nonprofit

Not-for-profit

For-Profit

Name of Corporation or LLC _____

Cal. Sec. of State Corp. ID No: _____

Federal Tax ID No: _____

Date of Incorporation: _____

Place of Incorporation: _____

Location of Corporation Headquarters: _____

Is this a Mutual Benefit Corporation? YES NO

Are all members of the corporation Qualified Patients and Designated Primary Caregivers of the Qualified Patient members? YES NO

BARSTOW PROPERTY OWNER / LANDLORD USE DISCLOSURE & AUTHORIZATION FOR A CANNABIS FACILITY

If the applicant is the owner of the property on which this activity is located, the applicant shall provide a copy of the title or deed to the property. If the applicant is not the owner of the property, this form shall be filled out and a copy of the contractual agreement between applicant and owner included.

I _____, am the legal Owner / Landlord / Lessor or real
(Name of Property Owner / Landlord) *(Circle Appropriate Term)*

Property located at _____, in Barstow, California.
(Address of Property)

I hereby authorize the Cannabis Applicant entitled

_____, to use this property as a
(Name of Corporation, Individual, or Business)

cannabis facility, as that term is defined in state law and by the City of Barstow Municipal Code, for the specific use of a cannabis facility.

(Printed Name & Title)

(Signature of Legal Owner / Landlord / Lessor)

(Phone Number)

(Address)

(Date)

(Copy and attach additional pages of this form if necessary to include multiple Owners)

All Signatures must be original, no electronic signatures, or copies will be accepted.

I, _____, declare under penalty of perjury that the foregoing
(Applicant)

Information is true and correct. Executed this _____ day of _____ 20_____.

ACKNOWLEDGEMENT OF CANNABIS OPERATING STANDARDS AS SET FORTH IN BARSTOW'S MOST RECENT CANNABIS ORDINANCE

The undersigned Management Members, on behalf of the herein Cannabis Operation

I, permit applicant, _____, declare under penalty of perjury that I have read and understand the provisions of Barstow's most recent cannabis ordinance, and shall, collectively and individually, ensure that the Cannabis Applicant, its Members, and Management Members shall not engage in activity that violates the Operational Requirements set forth in Barstow's most recent cannabis ordinance, which states in relevant part that the Cannabis Applicant shall:

- (A) Only Operate on a property located within the zoning districts specified by Barstow Municipal Code sections 19.16.030 and 19.18.030, as applicable.
- (B) Not be located within a 1,000-foot radius of any public or private school providing instruction in kindergarten or any grades one through twelve, public park, public day care center or youth center, or church or other religious land use that in in existence at the time the Cannabis Business applies for its initial Permit.
- (C) Not be located within 1,000-foot radius of any residentially zoned district of the City (Districts ER, LDP, SFR, MDR or any other newly created residential zoning district) that is so zoned at the time the Cannabis Business applies for its initial Permit.
- (D) Comply with all City laws and all other applicable laws.
- (E) Comply with all applicable provisions of Business & Professions Code Section 26000, et seq. and all applicable rules and regulations promulgated by the State Licensing Agencies.
- (F) Designate one of its Owners or full-time employee as its Community Relations Liaison and who shall be responsible for receiving and responding to all concerns and complaints made to the City regarding the Cannabis Business and for making a good faith attempt to promptly address all concerns and resolve all complaints. The Community Relations Liaison's name, phone number, and email address shall be posted prominently on the exterior of the Cannabis Business's Business Premises.
- (G) Individuals under 21 years of age shall not be allowed on the Business Premises of any Cannabis Business, except as pertaining to the sale of cannabis for medicinal use by a Storefront Retail Cannabis Business to a medical patient or primary caregiver who is at least 18 years of age.
- (H) A Retail Storefront Cannabis Business shall only be open to the public between the hours of 6 a.m. and 10 p.m. A Delivery Cannabis Business shall only deliver Cannabis or Cannabis Products between the hours of 6 a.m. and 10 p.m. The City Manager may adjust these default hours by regulation.

- (I) Implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, and to deter and prevent the theft of Cannabis or Cannabis Products. These security measures shall include, but may not be limited to the following:
- 1) Alarm system (perimeter, fire, and panic buttons)
 - 2) Remote monitoring of alarm systems by licensed security professionals
 - 3) Perimeter lighting systems (including motion sensors) for after-hours security
 - 4) Perimeter security and lighting
 - 5) Establishing limited access areas accessible only to authorized Cannabis Business personnel
 - 6) All Cannabis and Cannabis Products shall be stored and secured in accordance with the requirements specified by the State of California. All Cannabis and Cannabis Products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
 - 7) 24-hour security surveillance cameras to monitor all entrances and exits to and from the Business Premises, all interior spaces within the Cannabis Business which are open and accessible to the public, all interior spaces where Cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of Cannabis could reasonably occur. Live feed and video recording shall be maintained for a minimum of 90 days.
- (J) Take reasonable steps to discourage persons on or around its Business Premises, including any parking areas under its control from engaging in illegal, criminal, or nuisance activities, including, but not limited to, disturbances of the peace, public intoxication, drinking alcoholic beverages, smoking or ingesting Cannabis Products, illegal drug activity, vandalism, obstruction of the operation of another business, harassment of passersby, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, excessive loud noise, or any other behavior that adversely affects or detracts from the quality of life for adjoining residents, property owners, or businesses.
- (K) Provide immediate access to its Business Premises and all areas therein to employees or agents of the City performing their official duties.
- (L) The City Manager or its designee may develop other operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.
- (M) Cannabis growing, manufacturing, and testing shall be in appealing and discreet facilities that do not openly advertise the presence of any cannabis products or operations on site and subject to City's Design Guidelines.

We, _____ and _____
(Printed Name of Property Owner) *(Printed Name of Operator)*

Collectively acknowledge that we have been provided a copy of the cannabis facility operating standards listed on the City of Barstow’s most recent cannabis ordinance. We further acknowledge that we have read, understand, and shall ensure compliance with the aforementioned operation standards and all applicable provisions of the City of Barstow’s most recent cannabis ordinance at the time cannabis facility entitled

(Name of facility listed on the application)

We certify under penalty of perjury that the foregoing information is true and correct.

Executed this _____ day of _____ 20_____ in Barstow, California.
(Day) *(Month)* *(Year)*

x

Signature of Property Owner | Printed Name & Title

x

Signature of Operator | Printed Name & Title

INFORMATION AND RELEASE FORM

The undersigned, on behalf of _____, hereby authorize the City of Barstow, by and
(Name of Corporation)
 Through its appropriate Officers, Agents, and Employees to verify and confirm the information contained in this application, and to conduct such other investigations as may be reasonably required by the City of Barstow, its Officers, Agents, and Employees for the purpose of determining the capability, fitness, and capacity of the above named Corporation to obtain the Cannabis Permit.

The Applicant by signing this Information Release Form consents to service of any notice required or provided for by the laws, rules, regulations, or ordinances of the City of Barstow upon the person(s) at the address listed for Applicant, will constitute sufficient and legal notice, unless said Applicant listed an Attorney of Record and/or Agent for service of process, with sufficient contact information.

The Applicant consents and agrees that full compliance will be made with all applicable State laws and City ordinances governing the conduct of the particular type of activity for which the Cannabis Permit re requested. The Applicant by signing this Information Release Form understand that any complete or false information may constitute grounds for denial.

This form MUST be signed by each Applicant Management Member.

Signature of Management Member	Printed Name & Title	Date
Signature of Management Member	Printed Name & Title	Date
Signature of Management Member	Printed Name & Title	Date

This release may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. All Signatures must be originals; no electronic signatures or copies will be accepted.

I declare under penalty of perjury that I have read the forgoing application and all information, statements, verifications, declarations, and authorizations made, attached to and contained herein, and that I have personal knowledge of the information contained in the application, and that the information contained and the application is true and correct, and that the application was completed under supervision of the Management Members.

Executed this _____ day of _____ 20____ in Barstow, California.
(Day) (Month) (Year)

BARSTOW CANNABIS FACILITY ON-SITE MEMBER CONTACT STATEMENT

The undersigned, on behalf of _____
(Name of Corporation)

hereby designates _____ as the on-site
(Name of On-Site Manager)

Community Relation’s Representative to whom the Public or City can provide notice to if there are operating problems or issues relating to the Barstow Cannabis Facility. The Cannabis Facility shall make every good faith effort to encourage residents to call this person to try to solve operating problems, if any, before any calls or complaints are made to the Police or Planning Departments.

Signature of On-Site Manager	Printed Name & Title
Address	Phone Number
Fax Number	Email

I declare under penalty of perjury that I have read the forgoing application and all information, statements, verifications, declarations, and authorizations made, attached to and contained herein, and that I have personal knowledge of the information contained in the application, and that the information contained and the application is true and correct, and that the application was completed under supervision of the Management Members.

Executed this _____ day of _____ 20_____ in Barstow, California.
(Day) (Month) (Year)

APPLICATION FOR CANNABIS BUSINESS CONDITIONAL USE PERMIT



Application No: **PCUP** _____

Applicant Name			
Street Address			
City, State, Zip Code			
Home Phone		Mobile Phone	
Work Phone		Fax	
E-mail Address			

Property Owner			
Street Address			
City, State, Zip Code			
Home Phone		Mobile Phone	
Work Phone		Fax	
E-mail Address			
Primary Contact			
Home Phone		Mobile Phone	
Work Phone		Fax	
E-mail Address			
Anticipated Number of Employees Once in Operation			

Project Location			
Legal Description (Lot & Tract or APN)			
Project Description (including proposed uses, types of structures, square footage, height, lot size, type of construction, other site improvements, landscaping, lighting, etc.)			

Existing Zoning of Property			
Existing Zoning of Property			

Signature of Applicant	Date
Signature of Property Owner(s) if not same as Applicant	Date
Signature of Property Owner(s) if not same as Applicant	Date

(Separate written authorization by property owner to submit application may be provided)

CITY OF BARSTOW
COMMUNITY DEVELOPMENT DEPARTMENT PLAN SUBMITTAL REQUIREMENTS

Seven (7) sets of the following plans in 24" x 36" size shall be submitted to the Community Development Department, unless otherwise noted or directed by staff. Plans shall be collated, stapled and folded to 8 ½" x 11" unless colored. Plans are required to include, at a minimum, the following items at the time of submittal:

1. **Notification Package:** A notification package containing a scaled map or Assessor’s Parcel Map pages showing all properties within a 300-foot radius of the subject property (including contiguously owned property); a typed list of the property owners and their mailing addresses within the 300-foot radius. Submit three (3) sets of typed, self-adhesive, addressed labels for the above property owners.
2. **Title Report:** A Title Report of the subject property. Said report must be dated within the last six (6) months of the application submittal.
3. **Existing Site Plan:** Drawn to scale and fully dimensioned, showing the existing project site.
4. **Proposed Site Plan:** Drawn to scale and fully dimensioned, showing the proposed project site. Where applicable, include the following:

• Proposed buildings, structures (trash enclosures, etc.)	• Driveways
• Dimensioned parking stalls	• Curbs, gutters, sidewalks
• Truck loading areas	• Location of fire hydrants
• Air conditioning units	• Back-up areas
• Bicycle paths	• Service areas
• Easements	• Accessible path of travel
• Street lights	• Perimeter and screen walls
• Existing structures on abutting properties	• Available/proposed utilities

- A. Included on this plan shall be a table of tabulating the following: project area size in acres (gross and net), gross building square footage (individual and total), lot coverage ratio, hardscape square footage (parking areas and walks), landscaping square footage, required and proposed parking spaces, including accessible parking spaces and loading spaces.
 - B. If the project is going to be phased, indicate the limits of the phasing and all off-site improvements to be constructed with each phase. All project phasing must be provided at the time of the initial submittal and review. A phased project that is not disclosed up front may require the filing of a supplemental application with appropriate fees to defray the cost associated with additional city review and approval.
5. **Conceptual Grading and Drainage Plan:** A conceptual grading and drainage plan drawn to an engineering scale of no smaller than 1"=30' with the scale clearly labeled and shall include the following information:
 - A. Existing and proposed contours, pad elevations, adjacent street elevations, parking lot, driveways, landscaping, drainage patterns, dry wells, retention area, etc. (grading may be indicated on the site plan if clearly readable). Tabulations showing amount of cut/fill, lot sizes, number of lots, square feet/acres of each).
 - B. Areas subject to inundation.

6. **Conceptual Architectural Renderings:** Architectural plans shall be of sufficient size to show architectural detail and include the following:
 - A. Floor plans showing allocation of space and location of all door and window openings, four copies shall be submitted. Include parking and use calculations. See Section 19.06.050 of the Barstow Municipal Code for parking requirements.
 - B. Elevations shall be fully dimensioned and all colors, finishes and materials shall be identified on the plans. Color renderings may be required.
7. **Exterior Lighting Plan:** Plans shall show conceptual type of light fixtures including base, locations, fixture height, source, and surface illumination. Lighting plans shall demonstrate that the lighting fixtures are capable of providing adequate illumination for security and safety, including, without illumination, one (1) foot candles maintained across the surface of the parking area. **Include fixture cut sheets and site/photometric plan with foot-candle calculations (min., max., average).**
8. **Conceptual Landscape Plan:** The City of Barstow is located in the Mojave Desert and consideration shall be given to temperatures, wind, soils, shade, drainage, irrigation systems, and plant selection. This plan shall be drawn to an engineering scale no smaller than 1"=50' and shall include the following:
 - A. Landscape Plan: 24" x 36" (3 copies, folded).
 - B. Landscape legend with plant types, sizes and quantities shall be included on the plans.
 - C. The City of Barstow references Zone 11 of Sunset Magazine's *Western Garden Book of Landscaping* for plant materials.
9. An electronic copy of all of the above plans in "JPEG" or "PDF" format on either a Compact Disk or USB memory device.
10. Any special studies as determined by the Community Development Department, i.e.:
 - Exemptions
 - Negative Declaration
 - Mitigated Declaration
 - Environmental Impact Report

The following statement of findings and attached plans are offered to show:

- A. **That the use applied for at the location set forth in the application is properly one for which a conditional use permit is authorized by this title.**
- B. **That the use is necessary or desirable for the development of the community and is not detrimental to existing uses or uses specifically permitted in the district classification as per this title.**
- C. **That the site for the intended use is adequate in size and shape to accommodate the use and that all of the yards setbacks walls or fences, landscaping, and other features required in order to adjust the use to existing uses or possible future uses on adjoining land in the neighborhood be compatible with one another.**
- D. **That the site for the proposed use conforms to streets and highways property designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use.**
- E. **City sewer service shall not be provided to any parcel not meeting the requirements of this chapter.**

F. I understand that all conditions of approval on this project will be recorded at the San Bernardino County Recorders office.

G. Applicant's Statements:

I hereby understand approval of this Conditional Use Permit includes conditions and that failure to comply with those conditions will result in revocation of the Conditional Use Permit.

I further understand that representation is required at the meeting (either personally or by written confirmation of agreeing to all conditions) and that failure to have representation could result in the continuation of the hearing thereby delaying the approval process.

Name	Date

General Notes:

- * **An Environmental Information Form (Appendix G, attached) shall be submitted with each application.**
- * **Refer to Chapter 19.30 B.M.C. regarding voiding of this permit.**
- * **Please direct all questions regarding this application to:**

City of Barstow
 Cannabis Division
 220 E. Mt. View St., Suite A
 Barstow, CA 92311
(760-255-5161/cannabisdivision@barstowca.org)

[[Note: This template agreement is provided to all potential City of Barstow cannabis permit applicants as the City's template for the Development Agreement required for each cannabis business per Barstow Municipal Code section 19.27.040, as amended by Ordinance No. 977-2021. This template contemplates the landowner and the proposed cannabis business operator being separate entities, and the City will modify the template as needed if the landowner and the proposed cannabis business operator will be the same entity. In all cases, the landowner will need to agree to and sign the final development agreement as negotiated. The cannabis business fee payment obligations will be obligations of the cannabis business operator, not the landowner, if the landowner and the cannabis business operator are separate entities. The City expects applicants may seek modifications to the provisions below and invites any such requests to be included within the application package. The City reserves the right to approve, reject or modify and approve any such requests and to specifically negotiate any development agreement provision with each cannabis business permit applicant. The City Council has the final authority, after conducting a noticed public hearing and receiving the recommendation of the Planning Commission, to approve, conditionally approve, or reject any proposed development agreement.]]

COMMERCIAL CANNABIS BUSINESS DEVELOPMENT

AGREEMENT BETWEEN THE CITY OF BARSTOW AND

[NAME OF OPERATOR/DEVELOPER/LAND OWNER], [TYPE OF LEGAL ENTITY]

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, (the "Execution Date"), by and between the CITY OF BARSTOW, a California municipal corporation ("City") and [NAME OF OPERATOR], [Legal Entity] _____ ("Operator") and [NAME OF LAND OWNER] ("Owner"). City, Operator, and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction; and

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government; and

WHEREAS, as authorized by the Development Agreement Statutes, the City has adopted Ordinance No. 934-201 to add Barstow Municipal Code Chapter 19.46, establishing the procedures and requirements for the consideration of development agreements with the City; and

WHEREAS, on November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis Activity may operate in a particular jurisdiction; and

WHEREAS, on June 7, 2021, the City Council of the City of Barstow adopted Ordinance No. 974-2021 to permit commercial cannabis activities in the City; and

WHEREAS, on [DATE] the City Council of the City of Barstow adopted Ordinance No. [INSERT NUMBER] amending the zoning code to allow for commercial cannabis as a permitted use in certain zones; and

WHEREAS, Owner currently holds a legal or equitable interest in real property considered in this Agreement which has a development area approximately _____ square feet located at _____, City of Barstow, State of California (the "Site"). The Site includes Assessor's Parcel Number: ___X-___-___, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, [Operator has a leased interest in land owned by Owner] or [Operator owns the property] for the purpose of commercial cannabis related activities which shall include, but not be limited to [DESCRIPTION OF ACTIVITIES]. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; and the City of Barstow Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"). Prior to operating a [TYPE OF FACILITY] Owner shall be required to obtain approval of this Agreement, a conditional use permit, and a Commercial Cannabis Permit from the City, and all related state and other permits and licenses prior to the operation of same, pursuant to Barstow Municipal Code Chapter 19.27 et seq.;

WHEREAS, Operator [or OWNER] intends upon obtaining a California State License issued, pursuant to Applicable Cannabis Laws, to operate a [type of facility] at the Site. The definition of "Owner" hereunder shall mean and refer to the fee simple owner while any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit shall be known as Operator;

WHEREAS, on _____, 2021 Owner [or Operator] applied to this City for a Commercial Cannabis Permit (hereinafter "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a conditional use permit, a Commercial Cannabis Permit, and all requirements pursuant to City Ordinance No. [INSERT], including all applicable requirements pursuant to the Barstow Municipal Code.

WHEREAS, Owner [or Operator] presently intends to develop and open a [TYPE OF FACILITY] on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project"). The Project will include [DETAILED DESCRIPTION] (under the Applicable Cannabis Laws but would not include at the Project Site without further authorization by the City).

WHEREAS, the Project will consist of: one [INSERT FACILITY INFO] totaling approximately _____ square feet. The complex will employ approximately _____ employees per shift. The building will be divided into major spaces for [EX. cultivation, manufacturing, delivery and general business offices] as follows:

[SAMPLE LANGUAGE]: **Cultivation:** The cultivation area includes _____ flowering rooms ranging from approximately _____ square feet to approximately _____ square feet. The building will also include a _____ square foot drying and trimming room, a _____ square foot vegetation room and an approximately _____ square foot cloning room. Total area of cultivation and processing is _____ square feet, including _____ square feet in the rear portion of the building (Phase I) and _____ square feet in the front portion of the building (Phase II). Total production space for Phase I is _____ square feet and _____ for Phase II. At build-out the total cultivation space for the facility will be _____ square feet. Cultivation operations would occur 24-hours daily. Cultivation shall only be conducted indoors and all outdoor cultivation is expressly prohibited.

[SAMPLE LANGUAGE]: **Manufacturing:** The facility would include a _____ square foot manufacturing room that would be used initially for packaging products. Under the manufacturing license, the operator will conduct additional manufacturing activities including, volatile extraction (Type 7 Manufacturing). Manufacturing operations would occur 24-hours daily.

[SAMPLE LANGUAGE]: **Non-storefront Retail Delivery and Distribution:** The 1st-party distribution (self-distribution) and retail delivery activities will occur within the _____ square foot distribution and delivery office located near the facilities main entry. All delivery activities will be conducted in accordance with state law, including, but not limited to specified hours of operation.

[SAMPLE LANGUAGE]: **Retail Storefront:** The facility would include a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale to customers at a fixed location, including an establishment that also offers delivery of cannabis and cannabis products as part of a retail sale, which are open to the public, with all business activities conducted in accordance with state law, including, but not limited to specified hours of operation.

[SAMPLE LANGUAGE] **Testing:** This facility would include a _____ square foot testing site and all testing will be conducted in accordance with state law, including, but not limited to specified hours of operation.

[SAMPLE LANGUAGE]: **General Business Offices:** The facility will be open from _____ a.m. to _____ p.m., Monday through Friday, with _____ employees per shift.

[SAMPLE LANGUAGE]: **Parking/Loading/Access:** The proposed project provides _____ parking spaces, including one accessible van space. Loading will take place on-site within an existing covered loading space accessed on the east side of the structure. In no event will loading occur within the public right-of-way. Vehicular access to the site will be through an existing driveway on _____ Avenue. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the west and east sides of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating stormwater pollution prevention measures, installing energy- and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property.

[SAMPLE LANGUAGE]: **Security:** The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with City Ordinance No. [INSERT].

The proposed layout of the site is as shown in the attached Site and Floor Plans, in Exhibit C.

[SAMPLE LANGUAGE]: The Project will consist of a vertically integrated MAUCRSA compliant cannabis facility that will provide several levels of [cannabis production, processing, and distribution.]

This includes:

- 1) Cultivation and processing of young and mature cannabis plants.

- 2) Research and development of cannabis plants and strains.
- 3) Manufacturing of cannabis and its derivatives through volatile and non-volatile extraction.
- 4) Manufacturing of cannabis food products.
- 5) Packaging and storage of cannabis products.
- 6) Self-Distribution and retail delivery of cannabis products

Hours of Operation:

___ AM to ___ PM for general business hours 24-hours for internal operations

Co-location, check if applicable:

Note MAUCRSA now authorizes a person to apply for and be issued more than one State license at one location provided the licenses premises are separate and distinct.

Owner [or Operator] has applied for [# ____] licenses:

- 1) Cultivation [add license type]
- 2) Manufacturing [add license type]
- 3) Retail Storefront [add license type]
- 4) Testing [add license type]
- 5) Non-Storefront Retail and Distribution [add license type]

Please see Section ____ of this Development Agreement for details for separate and distinct locations of each operation within the Premises.

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, after conducting a duly noticed hearing on _____, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Planning Commission found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on _____, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement by adopting the Enabling Ordinance, the ordinance that approves this development agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Barstow and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Barstow, County of San Bernardino, State of California; whose street address is _____, City of Barstow, State of California (the "Site"). The Site includes Assessor's Parcel Number: ___X-___-___.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: [NAME OF OWNER],

Nature of Interest: [SAMPLE: Lease for 10 years with Option to Renew for an additional 10 years].

Operator: [NAME OF OPERATOR].

Nature of Interest: [INSERT}

If Owner is not the fee simple owner of the Site, check box below:

Operator represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site.

c. Permitted Uses. The subject property may be used for [DESCRIPTION: commercial cannabis facility] as presently authorized under City Ordinance No. [INSERT], including Barstow Municipal Code §§ [INSERT], and for any other use as authorized under applicable provisions of the Barstow Municipal Code.

d. Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the zoning ordinance and any and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

e. Reservation or Dedication of Land for Public Purposes. Sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes, as depicted in Exhibit D.

2. Term

a. This Agreement, along with the issued the Cannabis Business Permit and Conditional Use Permit shall commence on the Effective Date and it shall end five (5) years from the starting date. This Agreement shall be

extended for one (1) additional five (5) year period following the expiration of the initial five (5) year term upon the occurrence of all of the following:

- (i) The Owner (or Operator) shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial five (5) year term that the Owner desires to extend this Agreement for an additional five (5) year period;
 - (ii) The Owner (or Operator) shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;
 - (iii) The Owner (or Operator) shall deposit all fees per the Council-adopted fee schedule necessary for processing the extension request and drafting necessary documentation;
 - (iv) The Owner (or Operator) shall comply with all provisions of Ordinance No. [INSERT] adopting this Agreement, Barstow Municipal Code Chapter 19.27 et seq., all terms imposed by the City-issued Commercial Cannabis Permit, and City-Issued Conditional Use Permit, and all other requirements of applicable City law and permits; and
 - (v) The Owner (or Operator) has completed and built the commercial cannabis facility contemplated by the Agreement and has commenced and continues to operate it in compliance with and shall not be in default of any provision of any applicable law, including Barstow Municipal Code Chapter 19.27, or any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property or cannabis operations for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.
- b. The Parties may agree to extend this Agreement for additional five (5) year periods, provided that the same conditions in Section 2(a) continue to be met and that the City has expressly approved a further five (5) year renewed term. The City reserves the right to conditionally approve and/or shorten the length of additional renewal periods. The City shall give at least 180 days' notice of any proposed nonrenewal of this Agreement.
3. Owner's (or Operator's) Site and Floor Plans, Infrastructure/Utility Plans, and American Disabilities Act ("ADA") Plans.
- a. Owner's (or Operator's) site plan and floor plan for the facility are attached hereto as Exhibit C and incorporated into the Application.

b. A preliminary landscape plan shall be prepared by the Owner (or Operator) and reviewed and approved by the City Manager and/or the Director of Public Works & Development Services, or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities. All final landscape plans must comply with the Building Code.

c. An exterior signage plan shall be prepared and reviewed and approved by the City Manager and/or the Director of Public Works & Development Services, or their respective designees, in accordance with the procedures and requirements of the Barstow Municipal Code.

4. Facility Operations

a. Standard Operating Procedures. Owner (or Operator) is a lawful entity that will only sell to other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a [TYPE OF FACILITY], Owner shall be required to obtain a Commercial Cannabis Permit, this Agreement, a conditional use permit, and all requirements pursuant to said entitlements, from the City pursuant to the Enabling Ordinance and Chapter 19.27 of the Barstow Municipal Code. Further, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Enabling Ordinance, this Development Agreement, the City-issued Commercial Cannabis Permit, the City-issued conditional use permit, and the Barstow Municipal Code.

During the term of this Agreement, Owner (or Operator) shall lawfully operate in accordance with all state and local laws, and all City cannabis permittee regulations and procedures. Owner (or Operator) shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner (or Operator) shall fully comply with the City's Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in Chapter 19.27 of the Barstow Municipal Code, and those required by the Enabling Ordinance No. [INSERT], and such more specific operational requirements set forth in Exhibit E, "Operational and Business Standards" as adopted by the City Manager, attached hereto.

b. Security Plan. Owner (or Operator) shall secure approval of its proposed security plan by the Barstow Police Department prior to opening. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the Barstow Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner (or Operator) shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner (or Operator) and employees, and to ensure public safety to the neighboring community. Owner (or Operator) shall use security personnel twenty-four (24) hours, Seven (7) days a week. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

c. Fire Department Approval. Owner (or Operator) shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Barstow Fire Protection District has approved Owner (or Operator)'s site plan, floor plan, safety plan, and any other plans that require its approval.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed by Owner (or Operator) shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Barstow Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency).

3) A copy of his or her California driver's license or California identification card; and

4) Any other information reasonably required by the Barstow Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each Owner (or Operator), manager, employee, and individual member engaged in the [DESCRIBE TYPE OF APPROVED ACTIVITY: cultivation, processing, manufacturing, distribution, or transporting of cannabis] shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner (or Operator).

f. Employee Background Checks/Procedures for Inventory Control to Prevent Diversion of Cannabis. Only employees who receive clearance from Owner (or Operator) shall be permitted to enter Owner (or Operator)'s facility. Each employee will have to meet a criminal background investigation conducted by the Barstow Police Department, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner (or Operator).

Owner (or Operator) shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the [TYPE OF ACTIVITY] of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Quality Control and Testing. Owner (or Operator) shall utilize quality control measures and testing to ensure only the highest quality of commercial cannabis and infused products will be produced. Owner (or Operator) shall inspect the product to ensure its identity and quantity and shall have a testing lab perform testing of random samples prior to distribution. Inspection and testing will be conducted by a testing lab off-site. Testing standards and procedures shall be in accordance with applicable state law and regulations.

All commercial cannabis products will undergo a quality assurance review in accordance with state law prior to distribution. Inventory procedures will be utilized for tracking and taxing purposes by the state. Owner (or Operator) shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Owner (or Operator) shall employ an efficient record-keeping system that will reflect its financing, testing, and adverse effect recording and product recall procedures.

h. Packaging of Commercial Cannabis and Infused Products. All Owner (or Operator) commercial cannabis products shall be packaged and labeled as required by California Cannabis Law and applicable requirements and

regulations issued by the State of California pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in Owner (or Operator)'s Commercial Cannabis Permit application, as amended or supplemented, all commercial cannabis products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset those states, at a minimum:

- 1) The name, address, and telephone number of the licensed commercial cannabis facility to which the commercial cannabis product is distributed, sold, or transferred.
- 2) The amount of commercial cannabis in the container; and
- 3) The date the commercial cannabis was transferred to a licensed commercial cannabis facility.

[ONLY IF APPLICABLE] Owner (or Operator) intends to produce infused products and shall secure any approval from the County of San Bernardino Health Department required for manufacturing and handling such products. Owner (or Operator) infused products shall not be produced, manufactured, stored, or packaged in private homes. All commercial cannabis infused products shall be individually wrapped at the original point of preparation.

i. Point of Sale Tracking System. Owner (or Operator) shall maintain an inventory control and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder. The Owner (or Operator) will make such records available to the City upon request.

Owner (or Operator) shall employ an electronic point of sale system approved by the State of California for all point of sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner (or Operator)'s point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

j. Record Keeping. Owner (or Operator) shall maintain records for all commercial cannabis and/or infused products. Owner (or Operator) shall comply with all record-keeping responsibilities that are set forth in Ordinance No. [INSERT], including complete and up-to-date records regarding the amount of commercial cannabis [cultivated, produced, manufactured, harvested, stored, tested, distributed, delivered or packaged at Owner (or Operator)'s facility].

k. Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products. Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner (or Operator) shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner (or Operator)'s facility. Owner (or Operator) will not conduct outdoor operations except as related to lawful delivery and transportation of medicinal commercial cannabis and infused products. Owner (or Operator) will not store medicinal commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

l. Odor Control. All structures shall have ventilation and filtration systems installed that prevent commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the Building Official and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management. See minimum requirements, pursuant to Section 5.61.280(12).

m. Description of Banking Plan. Owner (or Operator) shall seek to open a bank account under the name of Owner (or Operator) or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner (or Operator) shall implement other industry standard banking and/or other industry standard transactional mechanisms.

n. Transportation Plan. Owner (or Operator) shall comply with all state and local law regarding transportation, including the rules governing delivery service. Owner (or Operator) shall retain a list of names and cellular contact numbers for all employees engaged in transportation of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner (or Operator) will keep complete and up-to-date records documenting each transfer of commercial cannabis to other lawful cooperative corporations, including the amount provided, the form or product category in which the commercial cannabis was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

5. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner (or Operator) shall coordinate and cooperate with City and other Owner (or Operator)s of commercial cannabis facilities located within City of Barstow in the establishment and implementation of appropriate public outreach and education programs, including but not limited to [DESCRIPTION]. The public outreach and education programs shall be approved by City.

b. Community Benefits Program. The Owner (or Operator) shall coordinate and cooperate with the City and other Owner (or Operator)s of commercial cannabis facilities located within the City of Barstow in the establishment, implementation, and funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, litigation defense, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner (or Operator) agrees, as a business expense, to pay the City the yearly sum of \$_____. Unless initialed below by the City Manager, this yearly sum shall be deposited in full into a dedicated account set up by the City in order to create, fund and implement a City-approved community benefits program. The community benefits program funds shall be spent only as directed by the City Council and shall be separately accounted for within the City's General Fund.

c. Designation of Community Relations Liaison. Pursuant to Ordinance No. [INSERT], at the time of this Agreement, Owner (or Operator)'s day-to-day operations manager, _____, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with Barstow Police Department / Inspections. Owner (or Operator)'s day-to-day operations manager, and/or the Owner (or Operator)'s Community Relations Liaison, _____, will interface with the Barstow Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Barstow Police Department's assigned designee acting at the

City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

e. Local Recruitment, Hiring, and Training Programs. Owner (or Operator) is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner (or Operator). A good-faith effort means Owner (or Operator) shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of its workforce. At a minimum, the Owner (or Operator) commits to a good faith local annual hiring goal of 40% of total work hours for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner (or Operator) shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. The Owner (or Operator) shall report on compliance with the local hiring goals as part of its annual audit report.

f. Full-time Work. Owner (or Operator) shall make its best efforts to fill every position with a full-time employee. However, at no time shall Owner (or Operator) have a labor force that is composed of less than 50% full-time employees within its labor force, and Owner (or Operator) shall make a good faith effort to maintain a full-time employee level of 75%. Owner (or Operator) agrees to provide to its eligible employees leave benefits, health and wellness benefits and other employee benefits to the extent such benefits are required to be paid for by Owner (or Operator) under applicable state and federal employment laws.

6. Indemnification Agreement by each Cannabis Permittee

Pursuant to Ordinance No [INSERT], and to the fullest extent permitted by local, state and/or federal law, the City of Barstow shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No [INSERT], or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner (or Operator) shall be required to meet all the conditions enumerated in the Barstow Municipal Code before they can receive the Commercial Cannabis Permit and before this Agreement may be executed. The City Manager shall require each Commercial Cannabis Permittee to execute an [a separate] Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit F, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

7. Fees, Costs, and Future Taxes

a. Fees. Operator, or Owner if Owner and Operator are the same entity, agrees to pay all permit fees and charges adopted by City Council by Fee Resolution pursuant to Chapter 19.27 of the Barstow Municipal Code, as well as any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made. The following fee payment obligations are imposed on the cannabis business Operator, or Owner if Owner and Operator are the same entity, and not on the Owner if the Owner is solely a landlord and not also a listed permittee or operator of the cannabis business.

b. Costs. Operator, or Owner if Owner and Operator are the same entity, agrees to reimburse City for all additional reasonable costs of City resulting from the operation of a commercial cannabis facility authorized under applicable provisions of the municipal code, Council resolutions and administrative policies and regulations. Reimbursement to City for such costs shall be due and payable.

c. Operating Fees.

As used herein, "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Commercial Cannabis Permittee applicant or Commercial Cannabis Permittee where the Commercial Cannabis Activity will be or is conducted. The parties stipulate and agree that the square footage for the Premises upon the Effective Date of this Agreement is and shall be during the term of this Agreement: _____ square feet.

As used herein, "Commercial Cannabis Activities" means all permitted activities: e.g., cultivation, possession, manufacture, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or distribution of Cannabis and/or Cannabis Products.

As used herein, "Gross receipts" shall mean the total amount actually received or receivable in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "Gross receipts" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services, or other valuable consideration.

As used herein, "Production Space" means the area on or within the Premises intended for Commercial Cannabis Activities excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the Production Space shall be determined by the City Manager in his sole and complete discretion as the Project is completed.

The City Manager is specifically authorized to set and adjust the square footage for the Production Space and to determine the corresponding operating fee as the Project is completed.

Operator, or Owner if Owner and Operator are the same entity, agrees to pay to City, in order to enable City to promote, protect, and enhance the healthy, safety, and welfare of the community and its residents and its quality of life, shall following fees if holding a Cannabis Cultivation Permit or Cannabis Manufacturing Permit:

1) a yearly operating fee of Five Dollars (\$5) per square foot x total square footage of the "Premises" until Operator is operating on the Premises and selling product under its City CCP and State License(s). Once Operator is operational and generating revenue, the yearly operating fee is Five Dollars (\$5) per square foot x total square footage of the Premises. Fees shall be paid on December 31st of every year. Failure to pay the fee within 30 days after the due date shall result in an additional penalty for nonpayment in a sum equal to 25 percent of the total amount due.

Holders of Cannabis Non-Storefront Retail Delivery Permit or Cannabis Storefront Retail Permits shall pay:

2) a monthly operating fee(s) of:

3% (three percent) of Gross Receipts for operations from the Cannabis Non-Storefront Retail Delivery Permits and Cannabis Storefront Retail Permits, to be paid monthly. Fees shall be due to the City on 1st of the month. Failure to pay the fee within 30 days after the due date shall result in an additional penalty for nonpayment in a sum equal to 25 percent of the total amount due.

Facilities with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of Gross Receipts.

d. Operator, or Owner if Owner and Operator are the same entity, understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the fee applies is as identified on the attached floor plan.

e. If Operator makes any changes to the interior layout of the facility that increases the amount of space allocated to those uses to which the per-square-foot fee applies, Operator shall notify City of such changes at least fourteen (14) calendar days prior to making such changes, and the per-square-foot fee shall be modified accordingly. If Operator fails to give City notice as required herein, Operator shall be responsible for paying to

City a per-square-foot fee based on any increase in the amount of space allocated to those uses to which the per-square-foot fee applies retroactive to the date the Regulatory Permit became effective.

8. Cost Recovery Fee

In addition to the applicable application fees, community benefits payment, and City operating fees, Owner (or Operator) agrees to pay, and City shall assess to Operator, or Owner if Owner and Operator are the same entity, fees to recover City's reasonable processing and monitoring costs relating to Operator's business upon issuance of Operator's Manufacturing, Cultivation, Testing, Distribution, Non-Storefront Retailer Delivery, and Microbusiness Permits or any Additional Permits (hereinafter "CRF"). CRFs are separate and apart from any operating fees set forth in Article 7. The Operator, or Owner if Owner and Operator are the same entity, shall pay all such fees per the cannabis fee scheduled as adopted by the City Council by Resolution.

a. Processing Fees. Processing fees for the Application are based upon the direct and indirect costs that City incurs in reviewing the Application. The processing fees for the Application shall be based only on costs that are reasonably necessary for processing the Application and implementing the Ordinance, including staff time, legal fees, and consultant fees.

b. Annual Regulatory and Monitoring Fees. Annual Regulatory and Monitoring fees for the Manufacturing, Cultivation and Distribution Permits are based upon the direct and indirect costs City incurs in confirming the use of the Property in accordance with the municipal code, the Ordinance, this Agreement, and the Application. The monitoring fees shall be based only on costs that are reasonably necessary for conducting these reviews.

c. Billing and Payment. The City may elect to bill the Operator, or Owner if Owner and Operator are the same entity, the Initial CRF on the first day of the month following the Effective Date of this Agreement. Thereafter, City shall bill Operator, or Owner if Owner and Operator are the same entity, the CRF on the first day of each Quarter with an invoice providing the time spent by City and its representatives. Operator, or Owner if Owner and Operator are the same entity, shall pay the CRF invoice within thirty (30) days of the invoice date.

d. Disputes. If Operator, or Owner if Owner and Operator are the same entity, disagrees with the dollar amount provided by City on the CRF invoice, Operator, or Owner if Owner and Operator are the same entity, may submit a written request before the disputed fee is due for a substitution of alternative CRF invoice to the City Manager. The written request must include supporting documentation. After review of the written request, Operator, or Owner if Owner and Operator are the same entity, and City shall work, in good faith to resolve the dispute.

9. Additional Owner (or Operator) Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than, and every three months thereafter (Owner (or Operator) shall deliver to City a report (the "Quarterly Report") showing the following information for the cannabis business authorized under this Agreement: (i) Gross Receipts from operations for the immediate prior three months received by Owner (or Operator), and a cumulative total of all amounts of Gross Receipts from Operations received by Owner (or Operator) for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year. This reporting obligation is imposed on the cannabis business Operator, or Owner if Owner and Operator are the same entity, and not on the Owner if the Owner is solely a landlord and not also a listed permittee or operator of the cannabis business.

2) Statement of Receipts/Annual Audit. The Owner (or Operator) shall keep complete, accurate and appropriate books and records of all receipts from all cannabis business operations in accordance with generally accepted accounting principles. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner (or Operator) typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors, or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Owner (or Operator) shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner (or Operator), on no less than an annual basis, or at any time upon reasonable request by the City, to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee independent auditor approved in advance by the City. Upon request by City, Owner (or Operator) shall make all such books, records, and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies thereof, within thirty (30) of the date of City's request. Owner (or Operator) shall pay all costs of such audits. Owner (or Operator) shall preserve such books, records, documents, and other items in Barstow for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner (or Operator) claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner (or Operator) and all other information concerning Owner (or Operator)'s operation of the Premises obtained by City as a result of the inspection audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.), City shall provide Owner (or Operator) notice of any such request prior to disclosing any such information and afford Owner (or Operator) the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

1) Copies of Tax Filings. Owner (or Operator) shall provide the City with courtesy copies of each and every report Owner (or Operator) is required to provide to the County of San Bernardino, the State of California, and the Internal Revenue Service, as applicable, for sales, use, income, or other tax purposes for the cannabis business authorized by this Agreement at the time such filings are made. This reporting obligation is imposed on the cannabis business Operator, or Owner if Owner and Operator are the same entity, and not on the Owner if the Owner is solely a landlord and not also a listed permittee or operator of the cannabis business.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative or otherwise) an alternative revenue mechanism specifically related to cannabis operations (e.g., a cannabis tax), Owner (or Operator) agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both medicinal cannabis and non-cannabis operations.

10. Insurance and Indemnity

a. Insurance. Owner (or Operator) shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner (or Operator)" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner (or Operator) shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

3) Contain standard separation of insured provisions.

c. **Automotive Liability Insurance.** Owner (or Operator) shall maintain business automobile liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) for each accident for the vehicles Owner (or Operator) operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.
- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.
- 3) Contain standard separation of insured provisions.

d. **Workers' Compensation Insurance.** Owner (or Operator) shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner (or Operator)'s employees employed at or on the Project, and in the event any of the work is subcontracted, Owner (or Operator) shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner (or Operator). In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner (or Operator) shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner (or Operator) hereby indemnifies City for any damage resulting from failure of Owner (or Operator), its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

e. **Other Insurance Requirements.** Owner (or Operator) shall do all of the following:

- 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.
- 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

f. Indemnity. Owner (or Operator) agrees to indemnify, defend, and hold City, and its elected and appointed council, boards, commissions, officers, agents, employees, contractors, consultants and representatives, harmless from any and all claims costs and liability for any personal injury or property damage which may arise as a result of any actions or negligent omissions by Owner (or Operator) or Owner (or Operator)'s contractors, subcontractors, agents, or employees in connection with the construction, improvement, or operation of the Project.

11. Termination

a. Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

b. Effect of Termination on Owner (or Operator)'s Obligations. Termination of this Agreement shall eliminate any further obligation of Owner (or Operator) to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner (or Operator) to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival After Termination. The rights and obligations of the Parties set forth in Article 15, Article 21, and Section 23(e), Section 23(f), and Section 23(h), and any right or obligation of the Parties in this Agreement

which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

e. Termination Upon Failure to Perform. The Owner (or Operator) shall have two years after the Effective Date to commence operation of the commercial cannabis facility contemplated by this Agreement. Failure of the Owner (or Operator) to commence commercial cannabis operations within that two-year time period may constitute a default and City shall have the right, but not the obligation, to exercise its default remedies under Section 14. The Parties agree to negotiate in good faith regarding any reasonably necessary extensions of this deadline for good cause, such as may be shown as a result of circumstances delaying commencement of operations beyond the control of the Owner (or Operator).

12. Resources Efficiency

Owner (or Operator) shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

13. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner (or Operator) shall comply with all applicable terms and conditions of City's Code, attached hereto and incorporated herein by reference as Exhibit G. The Project shall comply with the applicable parking standards established by the City for cannabis activities.

14. Defaults and Remedies

a. Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period without a cure of such default, the other party to this Agreement, at its option, may terminate the Agreement or institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in monetary damages, to Owner (or Operator), to any mortgagee or lender, or to any successors in interest of Owner (or Operator) or mortgagee or lender, or to any other person, and Owner (or Operator) covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner (or Operator) characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

b. Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

- 1) Money damages are unavailable against City as provided in Section 14(a) above.
- 2) Due to the size, nature, and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner (or Operator) may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner (or Operator) has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner (or Operator) for such efforts. By the same token, in the event that City issues any permit or other approval for a structure, and the public facilities, improvements, and infrastructure reasonably necessary to provide an adequate level of public services to that structure are not timely completed or Owner (or Operator) otherwise fails to carry out its obligations under this Agreement, then it would not be possible to determine a sum of money that would adequately compensate City for the resulting hardship. For the above reasons, City and Owner (or Operator)

agree that, notwithstanding any other language in this Agreement, damages would not be an adequate or appropriate remedy if City fails to carry out its obligations under this Agreement. Therefore, specific performance of this Agreement is the only remedy which would compensate Owner (or Operator) if City fails to carry out its obligations under this Agreement, and City hereby agrees that Developers shall be entitled to specific performance in the event of a default by City hereunder. Further, specific performance of this Agreement is the only remedy which would compensate City if Owner (or Operator) fails to carry out their obligations under this Agreement, and Owner (or Operator) hereby agree that City shall be entitled to specific performance in such event.

c. Release. Except for those remedies set forth in Sections 14(a), 14(b), and 14(c), Owner (or Operator), for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner (or Operator) acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner (or Operator) agrees that the release provided in this Section 14(c) shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner (or Operator) acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner (or Operator) hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

d. Attorneys' Fees and Costs. In any action or proceeding between City and Owner (or Operator) brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the “prevailing party” in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section 14(e) include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

e. Owner (or Operator) Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner (or Operator) is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner (or Operator) or is waived by City. If City terminates this Agreement because of Owner (or Operator)'s default, then City shall retain any and all benefits, including money or land received by City hereunder.

15. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan and all applicable special plans. Owner (or Operator) has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner (or Operator) to develop the Property as contemplated by the Agreement, including, but not limited to, if such failure to perform or inability to develop is the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. Owner (or Operator) hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner (or Operator) or Owner (or Operator)'s contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner (or Operator), or by any of Owner (or Operator)'s contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner (or Operator), or by any of Owner (or Operator)'s contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner (or Operator) or any of Owner (or Operator)'s contractors or subcontractors. Owner (or Operator) agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. Owner (or Operator) shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants, and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property, and all activities conducted under such entitlements; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or

alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner (or Operator) regarding the selection of counsel, and Owner (or Operator) shall pay all costs related to retention of such counsel.

d. Environmental Contamination. Owner (or Operator) shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner (or Operator), its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner (or Operator), for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner (or Operator) shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

e. City to Approve Counsel. With respect to Sections 15(a) through 15(d), City shall approve any counsel which Owner (or Operator) selects, hires, or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.

f. Survival. The provisions of Sections 15(a) through 15(f) inclusive, shall survive the termination or expiration of the Agreement.

16. California Environmental Quality Act

Owner (or Operator) shall reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner (or Operator) shall conduct and pay for any required CEQA reviews and analyses.

17. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction

standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

18. Commercial Cannabis Permit Conditions of Approval

Owner (or Operator) shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit and Conditional Use Permit.

19. Periodic Reviews

This Agreement shall be subject to annual review. Owner (or Operator) and Landlord executing this Agreement, or successor in interest thereto, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner (or Operator) or Landlord executing this Agreement, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner (or Operator)'s liability nor reduce Owner (or Operator)'s rights), provided that City shall first provide Owner (or Operator) notice of its intent to terminate, with a detailed explanation as to why, and provide Owner (or Operator) the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner (or Operator)'s good faith compliance with this Agreement. During the periodic review Owner (or Operator) shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Planning Department. The Planning Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner (or Operator) has no obligation to compel such hearing, and no implication will be made to Owner (or Operator)'s detriment if a hearing is not in fact held. Owner (or Operator) shall document any request for an extension of the term due to delays beyond the control of Owner (or Operator) (see Section 23(j), "Force Majeure"). Owner (or Operator) shall submit an annual review and administration fee deposit not to exceed City's estimated internal and third-party costs associated with the review and administration of this Agreement during the succeeding year, consistent with Section 23(k) ("Deposit with City") below. City shall provide Owner (or Operator) said estimate a reasonable time in advance of the annual review and administration fee deposit being due.

b. Conditional Use Permit. In addition the Commercial Cannabis Permit, Owner (or Operator) shall apply for and obtain a Conditional Use Permit for the establishment and operation of its business. The operation of

the business at all times shall be required to comply with the terms of this Agreement and the Conditional Use Permit.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The Planning Director or his or her designee shall conduct such special review. During a special review, Owner (or Operator) shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner (or Operator).

d. Review Hearing. At the time and place set for the review hearing, Owner (or Operator) shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner (or Operator) has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner (or Operator) is found to be in compliance with this Agreement, and if Owner (or Operator) requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner (or Operator) stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner (or Operator) is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or special review but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner (or Operator).

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

g. Cost of Review. The costs incurred by City in connection with the periodic reviews shall be borne by Owner (or Operator).

20. Assignment

Assignment by Owner (or Operator). Owner (or Operator) shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Owner (or Operator) shall submit a transfer application to the City Manager or City Manager's designee and pay any applicable transfer fee. The proposed transferee must show

proof of lawful transfer of possession of the applicable location as may be acceptable to the City. Owner (or Operator) is aware it may take the City approximately six (6) months to process a transfer application.

Any assignment, delegation, subletting or assignment without the prior written consent of City shall be null and void. Any transfer, delegation, subletting or assignment by Owner (or Operator) as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, subletting, or assignment is made is issued a Commercial Cannabis Permit as required under the Barstow Municipal Code.

21. Operating Commercial Cannabis Facility

Any party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless:

- a. It is the holder of a valid Commercial Cannabis Permit issued by City in accordance with the procedures and requirements or the Enabling Ordinance, and Chapter 19.27 of the Barstow Municipal Code; and,
- b. It is the holder of a valid license issued by the State of California to operate a commercial cannabis business.

22. Notice

Any notice or communication required hereunder between City and Owner (or Operator) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Barstow

220 E. Mountain View Street, CA 92311

Attention: City Manager

and City Attorney
790 E. Colorado Boulevard
Suite 850
Pasadena, California 91101

If to Owner (or Operator): [NAME AND ADDRESS OF OWNER/OPERATOR]

If to Landlord:

With a courtesy copy to:

23. Miscellaneous Provisions

a. Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest, except those minor amendments that do not affect a substantive provision of this Agreement may be approved by the City Manager on behalf of the City. The decision whether a proposed amendment is "minor" shall be in the exclusive discretion of the City Manager.

c. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.

d. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Cannabis Laws or California Uniform Codes, as adopted by the City of Barstow, and/or the Barstow Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be

constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Barstow Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner (or Operator) in this Agreement, then such changes, additions or deletions to the Barstow Municipal Code shall not be applied to the Site or Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the development standards and design guidelines to be adopted by the zoning code amendment.

- e. **Joint and Several Liability.** Owner (or Operator) shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.
- f. **Severability.** If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.
- g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- h. **Jurisdiction.** The law governing this Agreement shall be that of the State of California. Any suit brought by any party against any other party arising out of the performance of this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be filed and maintained in the County of San Bernardino Superior Court.
- i. **Disclaimer.** Despite California's commercial cannabis laws and the terms and conditions of this Agreement, any Conditional Use Permit, or any Commercial Cannabis Permit issued pertaining to Owner (or Operator), or the property specified herein, California commercial cannabis cultivators, transporters,

distributors, or possessors may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.

j. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner (or Operator), such delays will entitle Owner (or Operator) to an extension of time as provided in this section. Such unforeseen events (“Force Majeure”) shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party’s control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

k. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

l. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the San Bernardino County Recorder within the period required by Government Code Section 65868.5.

m. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner (or Operator) is that of a government entity regulating the development of private property and the Owner (or Operator) of such property.

n. Changes to Project. The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner (or Operator), Subsequent Land Use Regulations or Subsequent Development Approvals that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change, or request shall not obligate the City to grant other similar changes or requests. As used herein, “Subsequent Development Approvals” include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, “Subsequent Land Use Regulations” means ordinances, resolutions

and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

o. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent, or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall remain in full force and effect as to those provisions not affected; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation, or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner (or Operator) shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) Minor Amendments. A minor modification is a modification that does not modify the material terms of this Agreement including (1) the Term; (2) Facility Operations; (3) Indemnification; and (4) Fees. Minor Modifications shall not require a public hearing prior to execution of the modification to this Agreement. Either Party may propose a minor modification, consent to which shall not be unreasonably withheld, conditioned or delayed by the other Party. Upon the written request of Developer for a modification to this Agreement, the City Manager or his/her designee shall determine: (1) whether, in his/her reasonable judgment, the requested modification constitutes a minor modification as defined herein; (2) whether the requested modification is consistent with applicable law (other than that portion of this Agreement sought to be modified); and (3) whether, in his/her reasonable judgment, the requested modification tends to promote the goals of this Agreement. If the City Manager or his/her designee determines that the requested modification is minor modification that is consistent with applicable law and tends to promote the goals of this Agreement, the proposed modification will be approved by the City as a minor modification, and a written modification will be executed by the Parties and attached to this Agreement. Any such minor modification shall not be deemed an "amendment" to this Agreement under Government Code Section 65858.

(v) City Cooperation. The City shall cooperate with Owner (or Operator) in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner (or Operator) shall be responsible to pay all applicable fees in connection with securing of such permits, licenses, or other authorizations.

q. Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner (or Operator) the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

[INSERT SIGNATURE PAGES FOR CITY, OWNER, AND OPERATOR]

EXHIBITS

- A LEGAL DESCRIPTION
- B PARCEL MAP
- C SITE AND FLOOR PLANS
- D RESERVATION OR DEDICATION OF LAND FOR PUBLIC PURPOSES (IF APPLICABLE)
- E. OPERATIONAL AND ADDITIONAL BUSINESS STANDARDS (IF APPLICABLE)
- F. INDEMNIFICATION AGREEMENT
- G. STANDARDS AND CONDITIONS FOR CONSTRUCTION (IF APPLICABLE)

**COMMERCIAL CANNABIS BUSINESS PERMIT APPLICANT
INDEMNIFICATION AGREEMENT**

The Applicant(s) (hereinafter collectively referred to as "Applicant"), as consideration for applying to the City of Barstow and as consideration in the grant of a City of Barstow commercial cannabis permit, commercial cannabis development agreement, and related permit applications under Barstow Municipal Code Chapter 19.27, hereby expressly agree to each and every one of the following terms and conditions:

1. Parties

For the purposes of this Agreement, the term City shall include the City of Barstow, the City of Barstow City Council, City Manager, and/or any City of Barstow elected officials, agencies, departments, commissions, officers, contractors, consultants, attorneys, employees, and agents. For the purposes of this Agreement, the term Applicant shall include all parties applying for approval of the Application for the commercial cannabis permit, commercial cannabis development agreement, and related permit applications, including but not limited to the owner or owners of the property or properties upon which the commercial cannabis business will be sited and the Applicant(s) who intend to operate the proposed commercial cannabis business and who applied for the commercial cannabis permit, commercial cannabis development agreement, and related permit applications.

2. Indemnification and Defense by Applicant

- a. Applicant shall defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of the Application, or the process followed. Applicant shall further defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits, and/or proceedings of any kind brought by anyone challenging the validity and/or legality of the Applicant's commercial cannabis business that is the subject of the Application. Applicant shall defend, indemnify, and hold harmless the City from and against any and all liability whatsoever that arises out of or relates in any way to the commercial cannabis business that is the subject of the Application and/or arising out of the acts or omissions of Applicant in the operation of a commercial cannabis business that is the subject of the Application and any City of Barstow commercial cannabis permit or related entitlement issued upon approval of the Application.
- b. Applicant further agrees, as part of and in connection with the Application, to defend, indemnify, and hold harmless the City from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City to challenge, attack, set aside, void, or annul any action taken to provide related environmental clearance for the Application under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.
- c. Applicant further agrees to defend, indemnify and hold harmless the City from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document if made necessary by said proceeding and if Applicant desires to pursue such City

approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

- d. Applicant further agrees to defend, indemnify and hold harmless the City from and against any and all claims, suit liability, or actions brought by adjacent or nearby property owners or any other third parties, whether civil or governmental, for any damages, injuries or other liability of any kind arising from operations at its cannabis business.

- e. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve the counsel to defend City; all significant decisions concerning the manner in which the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld.

- f. City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City.

- g. Applicant's indemnification is intended to include, but not be limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including, without limitation, attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding, whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

By signature below, the Applicant hereby affirms that it has authority to bind Applicant, its partners, shareholders or any other legal entity claiming a financial interest in the cannabis business proposed to be licensed under Chapter 19.27 of the Barstow Municipal Code and that this Indemnification Agreement shall be binding on the Applicant's beneficiaries, transferees, devisees, and assignees.

Dated: _____

Applicant

Dated: _____

Land Owner [If not the same as Applicant]

Notice of Acknowledgment

As part of the application process, it is understood that the applicant, agent and/or owner may be responsible for the implementation of conditions as well as additional fees and/or processes that may include, but are not limited to the following:

Conditions:

1. Some projects may require the installation of paving, curb, gutter and/or sidewalks;
2. Some projects may require the construction of a trash enclosure per City Standards;
3. Landscaping may be required by Code or as directed by the Planning Commission;
4. Other development requirements to bring the project into conformance with applicable codes and consistency with the surrounding neighborhood.

These potential conditions are dependent upon the scope of the project (i.e., new construction, additions, subdivisions, etc.). Conditions do not take effect until the applicant/agent/owner has agreed and the 5-working day (10 calendar days for subdivisions) appeal period has ended. While the Planning Commission/Hearing Officer has some flexibility in amending the conditions, the intent is to mitigate any potential adverse effects on surrounding properties. In addition, the Planning Commission/Hearing Officer must apply requirements consistently throughout the City.

Additional Fees/Processes:

- Projects that cannot be considered as “exempt” from the California Environmental Quality Act (CEQA) may be required to submit a check in the amount of \$2,266.25 for negative declarations, or \$3,128.25 for environmental impact reports, made payable to the **San Bernardino County Clerk of the Board of Supervisors** (Clerk) to pay for the **State Department of Fish and Game** fees as well as a document handling fee from the Clerk. Applications requiring an Environmental Impact Report (EIR) will be subject to additional fees (i.e., consultant fees for development of the EIR).
- Projects that cannot be considered as “exempt” from CEQA may require the submittal of surveys such as: Biological, Archaeological, Drainage, Geotechnical, etc. prior to processing the application(s) for public hearing. The applicant, agent and/or owner should contact the Planning Department prior to project submittal to determine if these surveys are required.
- Projects that are exempt or require a Notice of Determination from CEQA may be required to submit a Notice of Determination or Notice of Exemption with the County Clerk of the Board of Supervisors. Filing fees for either is \$50 and shall be made payable to the **San Bernardino County Clerk of the Board of Supervisors** for document handling.
- The fees associated with this/these application(s) are for the Planning Department process only. Construction/permit fees are separate and are based upon the valuation of the project (for construction, alteration, signs, encroachment permits etc.).
- Other unforeseen costs/requirements imposed by the Planning Commission or Hearing Officer.

It is also acknowledged that representation is required at the hearing and that failure to have representation may result in the continuation or potential denial of the application(s). The applicant/agent/owner shall receive notification of the hearing prior to the meeting date for a public hearing item.

Signed:

Applicant/Authorized Agent

Date

Property Owner

Date

* Unless signed by the property owner, the Applicant/Authorized agent is responsible for notifying the owner of these possible conditions, processes and fees prior to the hearing.

**ENVIRONMENTAL
INFORMATION
AND
CHECKLIST FORM**
(to be completed by applicant)



Date Filed: _____

Planning Case No. _____

1. Developer or Project Sponsor:					
Name:					
Address:					
City:		State:		Zip:	
2. Address of project:					
3. Assessor's Block and Lot Number :					
4. Primary Project Contact					
Name:		Phone:			
Address:		Email:			
City:		State:		Zip:	
5. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:					
6. Existing zoning district:					
7. Proposed use of site (Project for which this form is filed):					
PROJECT DESCRIPTION					
8. Site size:					
9. Square footage:					
10. Number of floors of construction:					
11. Amount of off-street parking provided and number of employees per shift/total:					
12. (Attach Plans)					
13. Anticipated incremental development (i.e., phasing):					
14. If this is a commercial project, indicate the type of project, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities:					
15. If this is an industrial project, indicate the type of project, estimated employment per shift, and loading facilities:					

16. If this is an institutional project, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
17. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required:

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	18. Change in existing features of any hills, or substantial alteration of ground contours.
<input type="checkbox"/>	<input type="checkbox"/>	19. Change in scenic views or vistas from existing residential areas or public lands or roads.
<input type="checkbox"/>	<input type="checkbox"/>	20. Change in pattern, scale or character of general area of project.
<input type="checkbox"/>	<input type="checkbox"/>	21. Significant amounts of solid waste or litter.
<input type="checkbox"/>	<input type="checkbox"/>	22. Change in dust, ash, smoke, fumes or odors in vicinity.
<input type="checkbox"/>	<input type="checkbox"/>	23. Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
<input type="checkbox"/>	<input type="checkbox"/>	24. Substantial change in existing noise or vibration levels in the vicinity.
<input type="checkbox"/>	<input type="checkbox"/>	25. Site on filled land or on slope of 10 percent or more.
<input type="checkbox"/>	<input type="checkbox"/>	26. Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives.
<input type="checkbox"/>	<input type="checkbox"/>	27. Substantial change in demand for municipal service (police, fire, water, sewage, etc.).
<input type="checkbox"/>	<input type="checkbox"/>	28. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).
<input type="checkbox"/>	<input type="checkbox"/>	29. Relationship to a larger project or series of projects.

ENVIRONMENTAL SETTING

30. On a separate page, describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots, digital or polaroid photos will be accepted.

31. On a separate page, describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots, digital or polaroid photos will be accepted.

NOTE: Before the Lead Agency can accept this application as complete, the applicant must consult the lists prepared pursuant to Section 65962.5 of the Government Code and submit a signed statement indicating whether the project and any alternatives are located on a site which is included on any such list, and shall specify any list.

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Signature: _____	Date: _____
------------------	-------------

For: _____

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on one or more of the lists of hazardous waste sites and facilities compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement which contains the following information:

1. Name of applicant:

2. Address:

3. Phone Number:

4. Address of Site (street name and number if available, and ZIP code):

5. Local Agency (city/county):

6. Assessor's book, page, and parcel number:

7. Specify any list pursuant to Section 65962.5 of the Government Code:

8. Regulatory identification number:

9. Date of List:

Signature:

Date:

For: (Applicant)

Security Plan

- A. All City Licensees shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing Cannabis or Cannabis Products, and to deter and prevent the theft of Cannabis or Cannabis Products at the Premises of the Commercial Cannabis Business. Except as may otherwise be determined by the Police Chief or designee, these security measures shall include, but shall not be limited to, all of the following:
1. Preventing individuals from remaining on the Premises of the Commercial Cannabis Business if they are not engaging in an activity directly related to the Operations of the Commercial Cannabis Business.
 2. Establishing limited access areas accessible only to authorized Commercial Cannabis Business personnel.
 3. All Cannabis and Cannabis Products, including Live Plants, shall be kept in a secure manner so as to prevent diversion, theft, and loss. All Cannabis and Cannabis Products that are being stored must be stored in a secured and locked room, safe, or vault. All Cannabis and Cannabis Products on display for Sale shall be displayed in a secure case.
 4. Installing 24-hour security surveillance cameras of at least HD-quality to monitor areas on the Premises including, but not limited to: entrances and exits to and from the Premises; all interior spaces which are open and accessible to the public; all interior spaces where Cannabis, cash or currency is being stored for any period of time on a regular basis; all areas where the purchase, Sale, Distribution, or Transfer of Cannabis or Cannabis Products take place; and all exterior and interior spaces where diversion of Cannabis could reasonably occur. The City Licensee shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the Police Department, Building, and that it is compatible with the City's software and hardware. In addition, IP address(es) and passwords to allow remote and real-time, live access to the video footage from the cameras shall be provided to the Police Department. Video recordings shall be maintained for a minimum of 90 days (seems a little short), and shall be made available to the Police Department upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the Premises of the Commercial Cannabis Business.
 - a. the security cameras shall have sufficient battery backup to support a minimum of fifteen (15) minutes of recording in the event of a power outage.
 - b. No search warrant or subpoena shall be required to review or collect video footage.
 5. Sensors shall be installed to detect entry and exit from all secure areas.
 6. Panic buttons shall be installed in all Commercial Cannabis Businesses.
 7. A professionally installed, maintained, and monitored alarm system, with the required City alarm permit under BMC Chapter 5.27
 8. Security personnel shall be on the Premises 24 hours a day or alternatively, as authorized by the Police Department. Security personnel must be licensed by the state of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the Police Department, with such approval not to be unreasonably withheld.
 9. Each Commercial Cannabis Business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- B. Each Commercial Cannabis Business shall identify a designated security representative/liason to the City, who shall be reasonably available to meet with the Police Department regarding any security related measures or and operational issues.
- C. As part of the application and licensing process, each Commercial Cannabis Business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all Cannabis, Cannabis Products, any currency, and provide that plan to the police department.

- D. Each Commercial Cannabis Business shall cooperate with the City whenever the City Manager or Chief of Police makes a request, upon reasonable notice to the Commercial Cannabis Business, to inspect or audit the effectiveness of any security plan or of any other requirement of this chapter.
- E. A Commercial Cannabis Business shall notify the Police Department within 24 hours after discovering any of the following:
1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the Police Department.
 2. Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Business or any Owner, Officer, Manager, agent, or employee of the Commercial Cannabis Business.
 3. The loss or unauthorized alteration of records related to Cannabis, registering Qualifying Patients, primary caregivers, or employees or agents of the Commercial Cannabis Business.
 4. Any other breach of security.
- F. Background Checks
1. Prior to commencing work at a cannabis facility or a cannabis business park, any responsible persons, employees, independent contractors, and any other persons who will be engaged in the operation of the cannabis facility or a cannabis business park hired or retained after a Cannabis Facilities Regulatory Permit has been obtained by a cannabis facility must submit to and pass a background check. The background check shall include fingerprinting and other necessary information for a criminal history records check conducted by the City of Barstow Police Department. Employees hired through employment agencies are subject to this section. The City must be immediately notified by the cannabis facility or a cannabis business park upon the hiring or retention of new employees hired through employment agencies.
 2. The City shall request from the State Department of Justice subsequent notification service, pursuant to Section 11105.2 of the Penal Code, for persons subject to a criminal history records check.
 3. The standards contained in subsections (G)(6) of section 977-2021 of this code shall govern whether a person passes a background check.
 4. For purposes of this section, no person subject to a background check is deemed to have passed unless notified in writing by the City of Barstow Police Department.
 5. Upon passing the background check, each responsible person, employee, independent contractor, and any other person engaged in the operation of the cannabis facility or a cannabis business park shall be assigned a city-issued cannabis identification card that must be visibly worn at all times. No person required to carry a city-issued cannabis identification card may work at a cannabis facility or a cannabis business park without carrying a city-issued cannabis identification card. Conviction for any controlled substance felony subsequent to commencing work or employment shall be grounds for revocation of a cannabis identification card or denial of the renewal of a cannabis identification card.
 6. All applicants, responsible persons, employees, independent contractors, and any other persons engaged in the operation of the cannabis facility or cannabis business park who were previously not subject to this section and who have already commenced work shall comply with this section upon the effective date of this section.
- G. Grounds for Denial of a Cannabis Facilities Regulatory Permit.
- The City Manager or designee shall deny a regulatory permit for a cannabis facility or a cannabis business park upon making any of the following findings:
1. The applicant or responsible persons made one or more oral or written misrepresentations or omissions.

2. The cannabis facility does not possess an active license issued pursuant to California Business and Professions Code sections 26000 et. seq.
3. The cannabis facility or a cannabis business park does not comply with the provisions of this Chapter or State Law.
4. The cannabis facility or a cannabis business park has not obtained all land use entitlements required by the City of Barstow Zoning Code.
5. The suitability of current or prospective responsible persons, employees, independent contractors, or any other person who will be engaged in the operation of the cannabis facility or a cannabis business park per the terms of this Chapter is insufficient based on any such person's previous civil, administrative or legal judgment or other activities of a fraudulent nature.
6. A current or prospective responsible person, employee, independent contractor, or any other person who will be engaged in the operation of the cannabis facility or a cannabis business park has been convicted for an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made. A conviction means a plea of guilty, entry of judgment upon a finding of guilty, or a plea of nolo contendere. An offense is substantially related to the qualifications, functions, or duties of the business for which the application is made includes, but is not limited to, the following:
 - a. (i) A violent felony, as specified in Penal Code Section 667.5(c).
 - b. (ii) A serious felony, as specified in Penal Code Section 1192(c).
 - c. (iii) A felony conviction involving fraud, deceit, or embezzlement.
 - d. (iv) A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor.
 - e. (v) A felony conviction for selling, offering to sell, furnishing, offering to furnish, administering, or giving away any controlled substance to a minor.
 - f. (vi) A felony conviction for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8 of the Business and Professions Code.
 - g. If an Owner has not been convicted of one of the offenses listed above, then the determination of an Owner's moral character is based on the totality of the information uncovered through the background check process. Except for the offenses listed above, a prior conviction where the sentence, including any term of probation, incarceration, or supervised release is complete for possession of, possession for sale, sale, manufacture, transportation, or cultivation of cannabis shall not be the sole ground for a determination that a person lacks good moral character.
7. A prior sanction by the state, a city, a county, or a city and county for unauthorized commercial cannabis activity or had their state license suspended or revoked within the previous three years.
8. Notwithstanding subsection 6, the City Manager or designee may conduct a thorough review of the nature of the crime, conviction, circumstances, and evidence of rehabilitation of the responsible persons, current or prospective employees, independent contractors, or any other persons who will be engaged in the operation of the cannabis facility or a cannabis business park to determine whether such persons are otherwise suitable to work at a cannabis facility or a cannabis business park and whether issuing a permit to the applicant would not compromise public safety.
9. Any responsible person, current or prospective employee, independent contractor, or any other person who will be engaged in the operation of the cannabis facility or a cannabis business park shall not be denied a permit if denial is solely based on either of the following:
 - a. A conviction or act that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made for which a certificate of rehabilitation pursuant to Penal Code Section 4852.01 et. seq. has been acquired.
 - b. A conviction that was subsequently dismissed pursuant to Section 1203.4, 1203.4a, or 1203.41 a of the Penal Code or any other provision allowing for dismissal of a conviction.

10. Except as to subsections (6)(f) and (g), and notwithstanding Chapter 2 of Division 1.5 of the California Business and Professions Code, where the sentence, including any term of probation, incarceration, or supervised release, is completed for a conviction of possession of, possession for sale, sale, manufacture, transportation, or cultivation of cannabis, such conviction is not considered substantially related, and shall not be the sole ground for denial of a permit. For all other controlled substances, the City Manager or designee shall have sole discretion to determine whether such conviction is considered substantially related and grounds for denial of a permit.
11. One or more responsible person, current or prospective employee, independent contractor, or any other person who will be engaged in the operation of the cannabis facility or a cannabis business park who is not twenty-one (21) years of age or older is listed in the application.
12. Failure to pay the application fee.
13. The application is inactive for a period of six (6) months from the date of submission Inactive includes but is not limited to the failure to obtain a certificate of occupancy, failure to commence construction work, failure to comply with the conditions of approval, and failure to submit all required documentation.
14. Any violation of this municipal code.
15. Any other condition specified by law

Community relations.

- A. Each Commercial Cannabis Business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the Commercial Cannabis Business can be provided in addition to applicable City and State enforcement divisions. Each Commercial Cannabis Business shall also provide the above information to all businesses located within 100 feet of the Premises of the Commercial Cannabis Business.
- B. During the first year of Operation pursuant to this Chapter, the Owner, Manager, and community relations contact from each Commercial Cannabis Business shall attend a quarterly meeting with the City Manager and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of Operation, the Owner, Manager, and community relations contact from each such Commercial Cannabis Business shall meet with the City Manager when and as requested by the City Manager.



BARSTOW POLICE DEPARTMENT

ANDREW ESPINOZA JR., CHIEF OF POLICE

220 E. Mountain View St., Barstow, CA 92311-2889

(760) 255-5111 * Fax (760) 256-2215

Cannabis Background and Fees

Background fee: \$144

Livescan: \$44 (DOJ Fee: \$32 and Rolling Fee: \$12)

Background: \$100

- Background shall consist of ten (10) year residential history, a review of public records, a search to determine probation status, parole status, contacts with law enforcement, and an interview or interviews with the Background Investigator as appropriate. The Background Investigator shall have reasonable discretion to go beyond these parameters where reasonably necessary to obtain additional information which is necessary to make a determination as to the applicant's qualifications
- The Chief of Police shall review the report from the Background Investigator and make a recommendation as to whether the criminal history of one or more of the individuals indicates that Good Cause exists to deny the application (in accordance with BMC/HS /BP sections)
- The Chief of Police's recommendation to approve or deny the application shall be issued in writing within ten (10) calendar days of his receipt of the report from the Background Investigator and shall include an explanation as to the Chief of Police's reasoning in making the recommendation. This ten (10) day period may be extended by a reasonable period by the City Manager at the request of the Chief of Police. The recommendation of the Police Chief shall be provided to the City Manager for review.

Determination of Moral Character

- "Good Moral Character" is defined as "having a personal history that demonstrates the propensity to serve the public in the licensed area in a manner that reflects openness, honesty, fairness, and respect for the rights of others and for the law."
- If an Owner / Operator has been convicted of any of the following types of offenses, that Owner is deemed to lack Good Moral Character and the City must deny the License:
 - (i) A violent felony, as specified in Penal Code Section 667.5(c).
 - (ii) A serious felony, as specified in Penal Code Section 1192(c).
 - (iii) A felony conviction involving fraud, deceit, or embezzlement.
 - (iv) A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor.

- (v) A felony conviction for selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor.
- (vi) A felony conviction for drug trafficking with enhancements pursuant to Sections 11370.4 or 11379.8 of the Business and Professions Code.
- If an Owner / Operator has not been convicted of one of the offenses listed above, then the determination of an Owner's moral character is based on the totality of the information uncovered through the background check process. Except for the offenses listed above, a prior conviction where the sentence, including any term of probation, incarceration, or supervised release is complete for possession of, possession for sale, sale, manufacture, transportation, or cultivation of cannabis shall not be the sole ground for a determination that a person lacks good moral character.



Planning and Building Agency
Cannabis Division
220 E. Mountain View Street
Suite A.
Barstow, CA 92311
(760) 255-5161
www.barstowca.org

Commercial Cannabis Phase 2/
Regulatory Safety Permit (RSP)
Application

This application is a public record.

Cannabis Individual Application – Page 1 of 2

A complete application must be submitted for every employee, manager, volunteer, security personnel, or owner of the commercial cannabis business. If new individuals are hired, or if existing individuals leave the business, records may be updated by contacting the Cannabis Office at cannabisdivision@barstowca.org or (760) 255.5161.

In addition to this three-page application, each manager/employee/volunteer/owner must submit a copy of a valid form of government-issued identification.

All information (application, copy of ID, and photos) must be submitted via email to cannabisdivision@barstowca.org for the required badges for each employee, manager, volunteer, or owner of the commercial cannabis business. Once the Live Scan has been submitted and D.O.J. approval is granted by Barstow .P.D., the badge specifications will be supplied.

I. Applicant Information

- a. Full Name: _____
- b. Alternative Name(s)/AKA's: _____
- c. Mailing Address: _____
- d. City, State, and ZIP: _____
- e. Phone Number(s): _____
- f. Email Address: _____
- g. Date of Birth: _____ Social Security Number: _____
- h. Driver's License State and Number: _____
- i. Have you ever been convicted of, or plead guilty/no-contest, to a felony or misdemeanor drug charge within the past four years?: _____
 - i. If yes, describe any relevant information, including circumstances, date, city or county (jurisdiction), and nature of the charge:

Note: This is not a Regulatory Safety Permit (RSP) to legally operate a Commercial Cannabis Business. DO NOT OPERATE unless a valid Permit is issued.



Planning and Building Agency
Cannabis Division
220 E. Mountain View Street
Suite A.
Barstow, CA 92311
(760) 255-5161
www.barstowca.org

Commercial Cannabis Phase 2/
Regulatory Safety Permit (RSP)
Application

This application is a public record.

Cannabis Individual Application – Page 2 of 2

I certify under penalty of perjury that the foregoing information is true and correct. I also acknowledge that a criminal history, live scan and background check will be conducted on me for the purposes of determining my legal ability to work at commercial cannabis business. I understand that if any information in this application is deemed to be false or misleading, it will result in automatic rejection of this application form.

Applicant's Signature: _____

Printed Name and Title: _____ Date: _____

**All form fields must be filled out completely.
Incomplete forms will cause delays in results.**

II. Business Information

- a. Commercial Cannabis Business Name: _____
- b. Commercial Cannabis Business DBA: _____
- c. Address: _____
- d. Business Phone Number: _____

III. Employment Information

- a. Job Title: _____
- b. Responsibilities: _____

- c. Supervisor's Name: _____

Note: This is not a Regulatory Safety Permit (RSP) to legally operate a Commercial Cannabis Business. DO NOT OPERATE unless a valid Permit is issued.



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA0360100 CANNABIS LIC 11105 (B)(11) PC
ORI (Code assigned by DOJ) Authorized Applicant Type

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

Contributing Agency Information:
BARSTOW POLICE DEPARTMENT 04326
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)
220 E. MOUNTAIN VIEW ST., STE B CAROLYN HAWKINS
Street Address or P.O. Box Contact Name (mandatory for all school submissions)
BARSTOW CA 92311 (760) 255-5138
City State ZIP Code Contact Telephone Number

Applicant Information:

Last Name First Name Middle Initial Suffix

Other Name: (AKA or Alias)

Last Name First Name Suffix

Sex Male Female

Date of Birth Driver's License Number

Height Weight Eye Color Hair Color Billing Number APPLICANT TO PAY AT SITE
(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

I have received and read the included Privacy Notice, Privacy Act Statement, and Applicant's Privacy Rights.

Applicant Signature

Date

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):

Employer Name

Street Address or P.O. Box Telephone Number (optional)

City State ZIP Code Mail Code (five digit code assigned by DOJ)

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



Privacy Act Statement

Authority. The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose. Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses. During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental, or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.²
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.³

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁴

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.) *You can find additional information on the FBI website at <https://www.fbi.gov/about-us/cjis/background-checks>.*

¹ Written notification includes electronic notification, but excludes oral notification

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 28 CFR 50.12(b)

⁴ See U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c)