

November 6, 2018

Regular Meeting

Item # 1

Public Address

**State of CA Cannabis
Cultivation Temp. License
Application**



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

CAL  CalCannabis
Cultivation Licensing

State of California
Department of Food and Agriculture
CalCannabis Cultivation Licensing Division

Cannabis Cultivation
Temporary License
Application

CalCannabis Cultivation Licensing (CalCannabis), a Division of the California Department of Food and Agriculture (CDFA), is responsible for issuing licenses for any commercial cultivation of cannabis in the State of California. Any person or entity who wishes to engage in commercial cannabis cultivation must submit an application package, which includes a completed temporary application form and all required documentation. A temporary cultivation license is a license issued by the California Department of Food and Agriculture and shall be valid for a period of 120 days, which may be extended for additional 90-day periods. Temporary licenses shall only be eligible for an extension of the expiration date if the applicant has submitted a complete cultivation application for licensure.

The temporary applications and licenses are exempt from fees.

This document is intended to provide information for commercial cannabis cultivation in the State of California and does not provide information on industrial hemp production or non-commercial cultivation.

Completion of this application does not grant rights or impose obligations. Please reference California statutes and regulations for all licensing requirements.

Cannabis is a Schedule I drug according to the federal Controlled Substances Act. Cannabis related activity is subject to federal prosecution, regardless of the protections provided by state law.

Information provided on this application will be entered into the CalCannabis Licensing System and may be subject to disclosure as required by any federal, state or local laws, rules, or regulations, including, but not limited to, the California Public Records Act (Government Code Section 6250 et seq.).

For more information on CDFA's CalCannabis Cultivation Licensing program, please visit: cannabis.cdfa.ca.gov.

For California Legislative Information, please visit: leginfo.ca.gov.



SECTION A – APPLICATION TYPE (Check Only One Per Application)*			
<input type="checkbox"/> Temporary Medicinal Cannabis Cultivation		ANNUAL LICENSE APPLICATION NUMBER (IF APPLICABLE):	
<input type="checkbox"/> Temporary Adult-Use Cannabis Cultivation		ANNUAL LICENSE APPLICATION NUMBER (IF APPLICABLE):	
SECTION B – LICENSE TYPE (Check Only One Per Application)*			
<input type="checkbox"/> Specialty Cottage Outdoor	<input type="checkbox"/> Specialty Outdoor	<input type="checkbox"/> Small Outdoor	<input type="checkbox"/> Medium Outdoor
<input type="checkbox"/> Specialty Cottage Indoor	<input type="checkbox"/> Specialty Indoor	<input type="checkbox"/> Small Indoor	<input type="checkbox"/> Medium Indoor
<input type="checkbox"/> Specialty Cottage Mixed-Light Tier 1	<input type="checkbox"/> Specialty Mixed-Light Tier 1	<input type="checkbox"/> Small Mixed-Light Tier 1	<input type="checkbox"/> Medium Mixed-Light Tier 1
<input type="checkbox"/> Specialty Cottage Mixed-Light Tier 2	<input type="checkbox"/> Specialty Mixed-Light Tier 2	<input type="checkbox"/> Small Mixed-Light Tier 2	<input type="checkbox"/> Medium Mixed-Light Tier 2
<input type="checkbox"/> Nursery	<input type="checkbox"/> Processor		
SECTION C			
C.1 – BUSINESS ENTITY STRUCTURE (Check Only One Per Application)*			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> Sole Proprietorship (Individual)	
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> Sovereign Entity	
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust	
<input type="checkbox"/> Other (Specify Entity Structure):			
C.2 – BUSINESS INFORMATION			
LEGAL BUSINESS NAME:*			
LAST NAME:*		FIRST NAME:*	
BUSINESS TITLE:		TAXPAYER IDENTIFICATION NUMBER:*	
		<input type="checkbox"/> SSN/TIN <input type="checkbox"/> EIN <input type="checkbox"/> NIN	
PHONE NUMBER:*		EMAIL ADDRESS:*	
BUSINESS ADDRESS:*		CITY:*	STATE:*
ZIP CODE:*		COUNTY:*	COUNTRY/REGION:*

*Required

SECTION D – DESIGNATED RESPONSIBLE PARTY INFORMATION

LEGAL LAST NAME:*		LEGAL FIRST NAME:*		BUSINESS TITLE:	
MAILING ADDRESS:*		CITY:*		STATE:*	
ZIP CODE:*		COUNTY:*		COUNTRY/REGION:*	
PHONE NUMBER:*	E-MAIL ADDRESS:*			PREFERRED METHOD OF CONTACT:*	
				<input type="checkbox"/> Standard Mail	<input type="checkbox"/> E-mail

SECTION E – PREMISES INFORMATION

PREMISES PHYSICAL ADDRESS:		CITY:*		STATE:	
ZIP CODE:		COUNTY:*			
ASSESSOR PARCEL NUMBER (APN):*					

SECTION F – LOCAL AUTHORIZATION

Local Authority Type:*	<input type="checkbox"/> City	<input type="checkbox"/> County
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SECTION G – APPLICATION ATTACHMENTS

A copy of a valid license, permit, or other authorization, issued by a local jurisdiction, that enables the applicant entity to conduct commercial cannabis activity at the location requested for the temporary license;*

A proposed cultivation plan;*

Evidence of enrollment with the applicable Regional Water Quality Control Board or State Water Resources Control Board for water quality protection programs or written verification from the appropriate board that enrollment is not necessary;* and

Identification of all of the applicable water sources used for cultivation activities and the applicable supplemental information for each source.*

SECTION H – DECLARATIONS

- I understand that the temporary license is a conditional license and authorizes my business to engage in commercial cannabis activity as would be permitted under the privileges of an annual license of the same type.
- I understand that refusal by the licensing authority to issue or extend a temporary license shall not entitle the business to a hearing or appeal of the decision.
- I understand I am responsible for knowing and complying with all California state laws and regulations applicable to commercial cannabis cultivation, including but not limited to, the Medicinal and Adult Use Cannabis Regulation and Safety Act and Title 3, Division 8, Chapter 1 of the California Code of Regulations. I understand I am responsible for compliance with subsequent updates to cannabis cultivation laws and regulations.
- I hereby declare the information contained within and attached to this application is complete, true, and accurate. I understand a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of an issued license.

Print Name:*	
Designated Responsible Party Signature:*	Date:*

*Required

GENERAL INSTRUCTIONS

Submitting Applications: Applicants have two methods of submitting temporary cultivation license applications:

(1) Online

You can create an account and complete the application using the following website:

aca6.accela.com/calcannabis/.

(2) Paper Applications

You may submit hard-copy applications and all applicable attachments. Complete the application and all accompanying forms legibly in black or dark blue ink, with a typewriter, or using the PDF form. Forms completed in pencil will be returned to you. Please make sure that you and other authorized individuals sign and date the forms, where applicable. Send your Application Package to:

California Department of Food and Agriculture
CalCannabis Cultivation Licensing Division
P.O. Box 942871
Sacramento, CA 94271

For licensing assistance, you may contact us at:

CalCannabis@cdfa.ca.gov or 1-833-CAL-GROW (225-4769)

NOTE: The presence of a red asterisk (*) in the application indicates that a response is required.

SECTION A: APPLICATION TYPE

In the application form, check the appropriate box next to the application type that applies to your premises. Note that you may only select a single application type for a single premises per application.

The following list describes the two different temporary application types:

- Temporary Medicinal Cannabis Cultivation (M-license)
 - Select this option if your business is applying for a state license for commercial cannabis activity involving medicinal cannabis. Medicinal cannabis refers to cannabis intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215) found at Section 11362.5 of the Health and Safety Code by a medicinal cannabis patient in California who possesses a physician's recommendation.
 - If the business has already submitted its annual (non-temporary) license application, enter the annual license application number in the space provided.
- Temporary Adult-Use Cannabis Cultivation (A-license)
 - Select this option if your business is applying for a state license for cannabis intended for use by adults 21 years of age and over and who do not possess a physician's recommendation.
 - If the business has already submitted its annual (non-temporary) license application, enter the annual license application number in the space provided.

SECTION B: LICENSE TYPES

In the application form, check the box next to the license type that describes the cultivation site.

A cultivation site is a location where commercial cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs. Note that you may only select a single license type per application.

Indoor cultivation is the cultivation of cannabis within a permanent structure using exclusively artificial light or within any type of structure using artificial light at a rate above twenty-five watts per square foot.

Mixed-light cultivation is the cultivation of mature cannabis in a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure using a combination of natural light or light deprivation and one of the artificial lighting models listed below:

1. Mixed-light Tier 1 – the use of artificial light at a rate of six watts per square foot or less.
2. Mixed-light Tier 2 – the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.

Light deprivation means the use of any technique to eliminate natural light in order to induce flowering.

Outdoor cultivation is the cultivation of mature cannabis without the use of artificial lighting in a canopy area at any point in time. Artificial lighting is permissible only to maintain immature plants.

A mature plant is a cannabis plant that is flowering.

Canopy means the designated area(s) at a licensed premises, except nurseries and processors, that will contain mature plants at any point in time, as follows:

1. Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of an area(s) that will contain mature plants at any point in time, including all of the spaces) within the boundaries;
2. Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and
3. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

A person shall be limited to one (1) Medium Outdoor, or one (1) Medium Indoor, or one (1) Medium Mixed-Light Adult-Use License or Medicinal License.

License Type	Description
Specialty Cottage Outdoor	Outdoor cultivation site with up to 25 mature plants.
Specialty Cottage Indoor	Indoor cultivation site with 500 square feet or less of total canopy.
Specialty Cottage Mixed-Light Tier 1	Mixed-light cultivation site with 2,500 square feet or less of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate of six watts per square foot or less.
Specialty Cottage Mixed-Light Tier 2	Mixed-light cultivation site with 2,500 square feet or less of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.
Specialty Outdoor	Outdoor cultivation site with less than or equal to 5,000 square feet of total canopy or up to 50 mature plants on noncontiguous plots.
Specialty Indoor	Indoor cultivation site between 501 and 5,000 square feet of total canopy.
Specialty Mixed-Light Tier 1	Mixed-light cultivation site between 2,501 and 5,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate of six watts per square foot or less.
Specialty Mixed-Light Tier 2	Mixed-light cultivation site between 2,501 and 5,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.
Small Outdoor	Outdoor cultivation site between 5,001 and 10,000 square feet of total canopy.
Small Indoor	Indoor cultivation site between 5,001 and 10,000 square feet of total canopy.
Small Mixed-Light Tier 1	Mixed-light cultivation site between 5,001 and 10,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate of six watts per square foot or less.
Small Mixed-Light Tier 2	Mixed-light cultivation site between 5,001 and 10,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.
Medium Outdoor	Outdoor cultivation site between 10,001 square feet and one acre (43,560 square feet) of total canopy.
Medium Indoor	Indoor cultivation site between 10,001 and 22,000 square feet of total canopy.
Medium Mixed-Light Tier 1	Mixed-light cultivation site between 10,001 and 22,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate of six watts per square foot or less.
Medium Mixed-Light Tier 2	Mixed-light cultivation site between 10,001 and 22,000 square feet of total canopy using a combination of natural light or light deprivation and the use of artificial light at a rate above six and below or equal to twenty-five watts per square foot.
Nursery	Conducts the cultivation of cannabis solely as a nursery.
Processor	Cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of nonmanufactured cannabis products.

SECTION C.1: BUSINESS ENTITY STRUCTURE (Optional)

In the application form, check one box that corresponds to the applicant business entity structure associated with this business.

The following is a brief overview of various business structures. The information is intended to provide a basic understanding of the different business structures and is not intended to provide legal advice.

Before you establish a business in the State of California, you should consult with an attorney or tax advisor for advice about what type of applicant business entity will meet your business needs, and what your legal obligations will be.

1. Corporation

A California corporation generally is a legal entity which exists separately from its owners. While normally limiting the owners from personal liability, taxes are levied on the corporation as well as on the shareholders. The sale of stocks or bonds can generate additional capital and the longevity of the corporation can continue past the death of the owners. Legal Counsel should be consulted regarding the variety of options available.

To form a corporation in California, Articles of Incorporation must be filed with the California Secretary of State's office. Forms for the most common types of Articles of Incorporation are available on the California Secretary of State's website. You may use the form or prepare your own statutorily compliant document.

Corporations must be registered with the California Secretary of State prior to being issued a cultivation license.

2. Limited Liability Company (LLC)

A California LLC generally offers liability protection similar to that of a corporation but is taxed differently. Domestic LLCs may be managed by one or more managers or one or more members. In addition to filing the applicable documents with the Secretary of State, an operating agreement among the members as to the affairs of the LLC and the conduct of its business is required. The LLC does not file the operating agreement with the Secretary of State but maintains it at the office where the LLC's records are kept.

To form an LLC in California, Articles of Organization (Form LLC-1) must be filed with the California Secretary of State's office.

LLCs must be registered with the California Secretary of State prior to being issued a cultivation license.

3. Limited Partnership (LP)

A California LP may provide limited liability for some partners. There must be at least one general partner that acts as the controlling partner and one limited partner whose liability is normally limited to the amount of control or participation of the limited partner. General partners of an LP have unlimited personal liability for the LP's debts and obligation.

To form an LP in California, a Certificate of Limited Partnership (Form LP-1) must be filed with the California Secretary of State's office.

Partnerships must be registered with the California Secretary of State prior to being issued a cultivation license.

4. General Partnership (GP)

A California GP must have two or more persons engaged in a business for profit. Except as otherwise provided by law, all partners are liable jointly and severally for all obligations of the partnership, unless agreed by the claimant. Profits are taxed as personal income for the partners.

To register a GP at the state level, a Statement of Partnership Authority (Form GP-1) must be filed with the California Secretary of State's office. Note: Registering a GP at the state level is optional.

5. Limited Liability Partnership (LLP)

An LLP is a partnership that engages in the practice of public accountancy, the practice of law, the practice of architecture, the practice of engineering or the practice of land surveying, or provides services or facilities to a California registered LLP that practices public accountancy or law, or to a foreign LLP. An LLP is required to maintain certain levels of insurance as required by law.

To register an LLP in California, an Application to Register a Limited Liability Partnership (Form LLP-1) must be filed with the California Secretary of State's office.

Partnerships must be registered with the California Secretary of State prior to being issued a cultivation license.

6. Sole Proprietorship

A sole proprietorship is set up to allow an individual to own and operate a business. A sole proprietor has total control, receives all profits from and is responsible for taxes and liabilities of the business. If a sole proprietorship is formed with a name other than the individual's name (example: John Smith's Fishing Shop), a Fictitious Business Name Statement must be filed with the county where the principal place of business is located.

No formation documents are filed with the California Secretary of State's office. Other state filings may be required depending on the type of business.

7. Sovereign Entity

Native Sovereign Nations are federally recognized tribes that are registered with the Federal Government under "Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs."

8. Trust

An unincorporated business organization created by a legal document, a declaration of trust, and used in place of a corporation or partnership for the transaction of various kinds of business with limited liability.

9. Other

For any other business entity structure not listed above. Specify the entity structure.

SECTION C.2: BUSINESS INFORMATION

In the application form, fill out the appropriate information regarding the applicant. Please see the following to understand the information the Department will be collecting.

NOTE: The Applicant refers to an owner of the applicant entity seeking licensure.

In the application form, provide your “Legal Business Name,” which refers to the legal name of the applicant entity as registered with the California Secretary of State, California Department of Tax and Fee Administration (CDTFA), or local jurisdiction. If your business is registered with the Secretary of State, the business name shown on your application must match exactly the business name as registered with the California Secretary of State.

Even if you are a sole proprietorship, you still need to complete the “Legal Business Name” located in Section C.2. In addition, all business entities need to provide the “Last Name” and “First Name” of the individual who is the business contact.

Input the associated Employer Identification Number (EIN) used to identify the applicant entity. Note that in some cases, a sole proprietorship may use their Taxpayer Identification Number to report their tax information and therefore not have an EIN. In this situation, please select and provide the appropriate Taxpayer Identification Number, which refers to the associated Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN), or National Identification Number (NIN), used to identify the Business by the IRS.

The following defines the difference between the 3 types of Taxpayer Identification Numbers:

- SSN – Social Security Number – is a nine-digit number issued to U.S. citizens, permanent residents, and temporary (working) residents authorized to work in the United States. It is a 9-digit number formatted NNN-NN-NNNN.
- ITIN – Individual Taxpayer Identification Number – is a tax processing number only available for certain nonresident and resident aliens, their spouses, and dependents who cannot get a Social Security Number. It is a 9-digit number formatted NNN-NN-NNNN.
- NIN – National Identification Number – Taxpayer Identification Number used by governments in many other countries to track their citizens, permanent and temporary residents for taxation purposes.

Enter the most current contact information for the Business, including the “Phone Number”, “Email Address”, and “Business Address”. If the business address is located outside of the United States of America, enter the postal code in the “Zip Code” field.

SECTION D: DESIGNATED RESPONSIBLE PARTY INFORMATION

The Designated Responsible Party is an owner who has the legal authority to bind the applicant entity, serves as agent for service of process, and serves as the primary contact for the application.

Owner means any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance;
2. The chief executive officer of a nonprofit or other entity;
3. A member of the board of directors of a nonprofit;
4. An individual who will be participating in the direction, control, or management of the person applying for a license.

An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:

1. A partner of a commercial cannabis business that is organized as a partnership;
2. A managing member of a limited liability company of a commercial cannabis business that is organized as a limited liability company;
3. An officer or director of a commercial cannabis business that is organized as a corporation.

Person is defined as any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

In the application form, enter the Designated Responsible Party's "Legal Last Name," "Legal First Name," "Mailing Address", "Phone Number", "Email Address," and only one "Preferred Method of Contact" for all communication regarding application processing and licensing. If the mailing address is located outside of the United States of America, enter the postal code in the "Zip Code" field.

SECTION E: PREMISES INFORMATION

The Premises is the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

In the application form, provide the following information about the premises:

Enter the "City" and "County" of the "Premises Address." The "Premises Address" refers to the location of the premises and the physical address that is assigned by the local municipality or county. Boxes and Postal Mail Boxes are not acceptable for the premises' physical address. **Please note that your premises address is NOT considered to be confidential. Premises address information will be disclosed if/when requested pursuant to a California Public Records Act request.**

Enter the "Assessor Parcel Number (APN)" that is assigned and can be provided by the tax assessor of a particular jurisdiction. There may be multiple APNs associated with the premises. In this case, please include all associated APNs using additional forms.

SECTION F: LOCAL AUTHORIZATION

The applicant shall check one of the local authority types of City or County so the Department can identify the local contact.

SECTION G: APPLICATION ATTACHMENTS

Required Attachments for all Applicants

1. Local Jurisdiction Authorization

A copy of a valid license, permit, or other authorization, issued by a local jurisdiction, that enables the applicant entity to conduct commercial cannabis activity at the location requested for the temporary license. An "other authorization" shall include, **at a minimum, a written statement or reference that clearly indicated the local jurisdiction intended to grant permission to the applicant entity to conduct commercial cannabis activity at the premises.**

2. Cultivation Plan

A proposed cultivation plan pursuant to Title 3 of the California Code of Regulations section 8106.

3. Water Quality Protection Permit

Evidence of enrollment with the applicable Regional Water Quality Control Board or State Water Resources Control Board for water quality protection programs or written verification from the appropriate board that enrollment is not necessary.

4. Water Source

Identification of all of the following applicable water sources used for cultivation activities and the applicable supplemental information for each source pursuant to Title 3 of the California Code of Regulations section 8107:

- a. A retail water supplier;
- b. A groundwater well;
- c. A rainwater catchment system;
- d. A diversion from a surface waterbody or an underground stream flowing in a known and definite channel.

There are six different water source types as defined below:

Water Source Type	Requirements
Retail Water Supplier	<p>According to section 13575 of the Water Code, a retail water supplier means any local entity, including a public agency, city, county, or private water company, that provides retail water service. These can include city or county water agencies, municipal water suppliers, irrigation districts, and reservoir operators.</p> <p><u>NOTE: There are additional requirements for Small Retail Water Supplier Diverting from a Waterbody and Small Retail Water Supplier Using a Well.</u></p>
Small Retail Water Supplier – Delivery or Pickup from a Surface Waterbody or Underground Stream	<p>A diversion from a waterbody refers to a system of structures and measures that intercept clear surface runoff. If the water source is a diversion from a waterbody, provide any applicable statement, application, permit, license, or small irrigation use registration identification number(s); and either:</p> <ol style="list-style-type: none"> (1) Name of the retail water supplier under contract; (2) Geographic location coordinates of any point of diversion used by the retail water supplier to divert water delivered to the applicant, in either latitude or longitude or the California Coordinate System; (3) Authorized place of use of any water right used by the retail water supplier to divert water delivered to the applicant; and (4) Maximum amount of water (gallons), delivered to the applicant for cannabis cultivation in any year. <p>What qualifies as a small retail water supplier?</p> <ul style="list-style-type: none"> • The retail water supplier has 10 or fewer customers; • The applicant receives 10 percent or more of the water supplied by the retail water supplier; • 25 percent or more of the water delivered by the retail water supplier is used for cannabis cultivation; or • The applicant and the retail water supplier are affiliates.

Water Source Type	Requirements
Small Retail Water Supplier – Delivery or Pickup of Water from a Groundwater Well	<p>If the retail water supplier uses a well, the applicant shall provide the following:</p> <ol style="list-style-type: none"> (1) Name of the retail water supplier under contract; (2) Geographic location coordinates for any groundwater well used to supply water delivered to the applicant, in either latitude and longitude or the California Coordinate System; (3) Maximum amount of water (gallons), delivered to the applicant for cannabis cultivation in any year; and (4) A copy of the well log filed with the Department of Water Resources pursuant to section 13751 of Water Code for each percolating groundwater well used to divert water delivered to the applicant. If no well log is available, provide evidence from the Department of Water Resources indicating that the Department does not have a record of the well log. When no well log is available, the State Water Resources Control Board may request additional information about the well. <p>What qualifies as a small retail water supplier?</p> <ul style="list-style-type: none"> • The retail water supplier has 10 or fewer customers; • The applicant receives 10 percent or more of the water supplied by the retail water supplier; • 25 percent or more of the water delivered by the retail water supplier is used for cannabis cultivation; or • The applicant and the retail water supplier are affiliates.
Groundwater Well	<p>A well is a hole drilled into the ground to access water contained in an aquifer. A pipe and a pump are used to pull water out of the ground. The applicant shall provide the following:</p> <ol style="list-style-type: none"> (1) Groundwater well’s geographic location coordinates in either latitude and longitude or the California Coordinate System; and (2) A copy of the well log filed with the Department of Water Resources pursuant to section 13751 of the Water Code. If no well log is available, provide evidence from the Department of Water Resources indicating that the Department of Water Resources does not have a record of the well log. If no well log is available, the State Water Resources Control Board may request additional information about the well.
Rainwater Catchment System	<p>A rainwater catchment system is rainwater management through collecting of rainwater and using it onsite. The applicant shall provide the following:</p> <ol style="list-style-type: none"> (1) Total square footage of the catchment footprint area(s); (2) Total storage capacity, in gallons, of the catchment system(s); and (3) Detailed description of the type, nature, and location of each catchment surface. Examples of catchment surfaces include a rooftop and greenhouse.

Water Source Type	Requirements
<p>Diversion from a Waterbody or an Underground Stream Flowing in a Known and Definite Channel</p>	<p>A diversion from a waterbody or underground stream flowing in a known and definite channel refers to a system of structures and measures that intercept clear surface runoff. If the water source is a diversion from a waterbody, provide any applicable statement, application, permit, license, or small irrigation use registration identification number(s); and either:</p> <ol style="list-style-type: none"> (1) A copy of any applicable registrations, permits, or licenses or proof of a pending application, issued under Part 2 (commencing with section 1200) of Division 2 of the California Water Code as evidence of approval of a water diversion by the State Water Resources Control Board; (2) A copy of any statements of diversion and use filed with the State Water Resources Control Board before October 31, 2017 detailing the water diversion and use; (3) A copy of documentation submitted to the State Water Resources Control Board before October 31, 2017 demonstrating that the diversion is authorized under a riparian right and that no diversion occurred in any calendar year between January 1, 2010 and January 1, 2017; or (4) If the applicant has claimed an exception from the requirement to file a statement of diversion and use pursuant to section 5101 of the Water Code, provide a copy of the documentation submitted to the State Water Resources Control Board before January 1, 2019 demonstrating that the diversion is subject to subdivision (a), (c), (d), or (e) of section 5101 of the Water Code.

SECTION H: DECLARATIONS

Declarations are formal written statements in which the Designated Responsible Party declares under oath that the contents are true. In this section of the temporary application, the Designated Responsible Party will read the declarations and agree that the applicant entity will comply and abide with the terms and conditions as defined in the statements.

1. I understand that the temporary license is a conditional license and authorizes my business to engage in commercial cannabis activity as would be permitted under the privileges of an annual license of the same type.
2. I understand that refusal by the licensing authority to issue or extend a temporary license shall not entitle the business to a hearing or appeal of the decision.
3. I understand I am responsible for knowing and complying with all California state laws and regulations applicable to commercial cannabis cultivation, including but not limited to, the Medicinal and Adult Use Cannabis Regulation and Safety Act and Title 3, Division 8, Chapter 1 of the California Code of Regulations. I understand I am responsible for compliance with subsequent updates to cannabis cultivation laws and regulations.
4. I hereby declare the information contained within and attached to this application is complete, true, and accurate. I understand a misrepresentation of fact is cause for rejection of this application, denial of the license, or revocation of an issued license.

November 6, 2018

Regular Meeting

Item # 7a

CDD

Updated Presentation /

Letters

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

September 20, 2018

To: Mono County Planning Commission

From: Bentley Regehr, Planning Analyst
Michael Draper, Planning Analyst

Re: Use Permit 18-003 / High Sierra Cannabis Retail (DeCoster)

RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15303 and instruct staff to file a Notice of Exemption;
2. Make the required findings as contained in the project staff report; and
3. Approve Use Permit 18-003 subject to Conditions of Approval.

PROJECT OVERVIEW

The site is located at 2555 Hwy 158 (APN 015-085-010) in June Lake, at the intersection of Hwy 158 and Lakeview Drive. The project proposes to convert a portion of the existing 1,400 square foot commercial building into cannabis retail. Currently the building houses Insane Audio, a manufacturing company specializing in premium in-dash multimedia and navigation solutions for off-road vehicles. The existing business would continue to operate in the same capacity after the addition of cannabis retail.

The project proposes two phases. The first phase will utilize a 100-square foot vacant room located on the northwest corner of the structure as a storefront for cannabis retail. No construction improvements will occur during phase one. Phase two includes expansion of the retail area to 475 square feet and the addition of a public restroom with improved accessibility. Neither phase proposes any expansion to the existing building footprint.

All applications for commercial cannabis activity must be approved through a Conditional Use Permit (CUP) process. A CUP for retail cannabis must demonstrate adequate plans for site control, setbacks, odor control, signage, visual screening, lighting, parking, and noise.

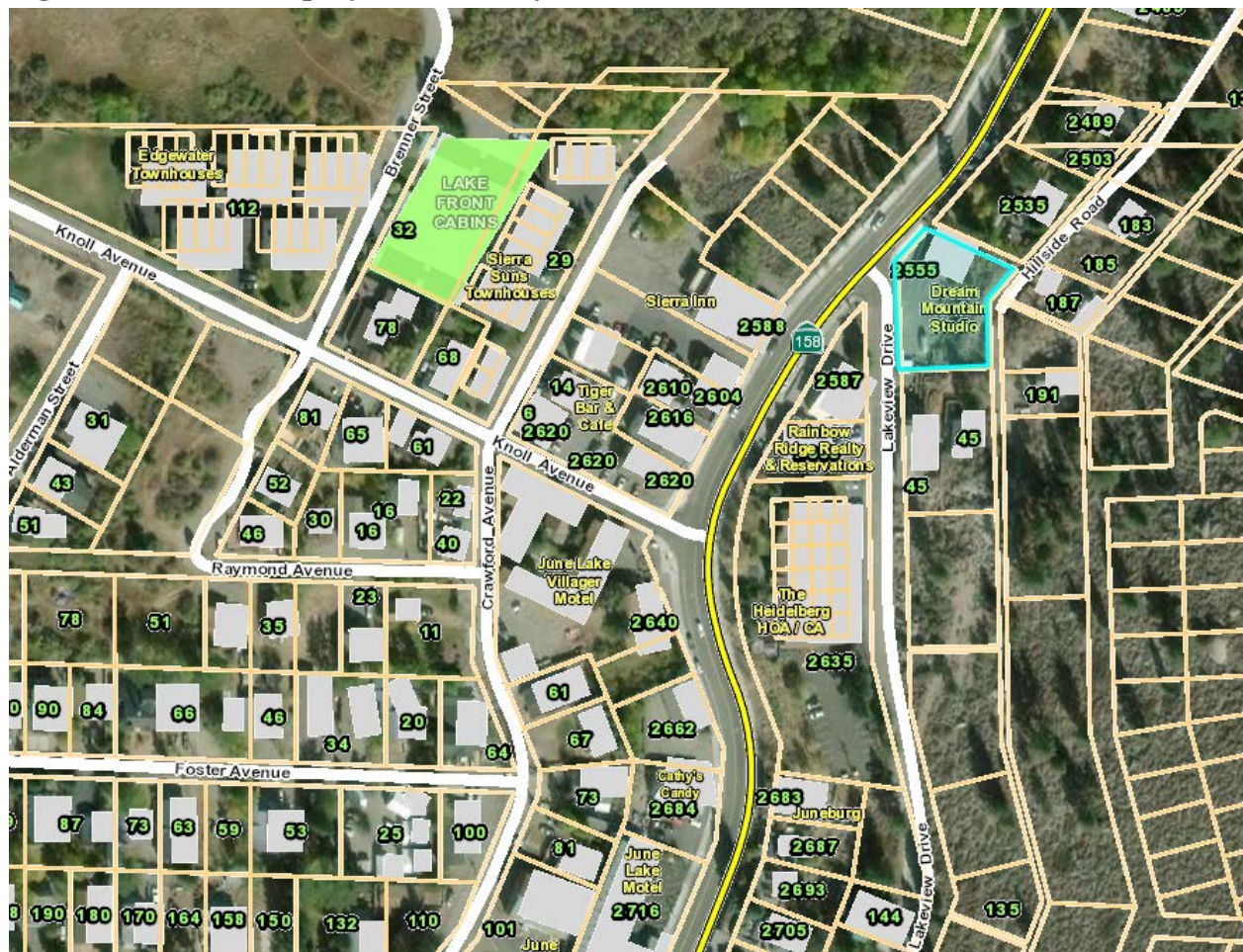
The project qualifies for a Class 3 CEQA exemption (CEQA Guidelines, 15303) as it involves the conversion of a small structure without expansion of the building footprint. An avalanche study was also conducted to provide support that the operation meets Mono County Safety Element guidelines for year-round use in a potential avalanche hazard zone (conditional use area).

PROJECT SETTING

The existing 1,400-square foot commercial building is located on the 14,512 square foot lot at 2555 HWY 158 (APN 015-085-010). The lot is designated commercial and is surrounded by other commercial lots to the west and south, and single family residential to the east and north. The parcel is at the northern terminus of the June Lake commercial core.

Historically, the June Lake commercial core along SR 158, extending west to Crawford Avenue and east to Lakeview Drive, has provided a combination of food, retail, and lodging services. The project structure has been used for retail and food services in the past, and currently houses Insane Audio. The proposed expanded retail use is consistent with both the area's character and the building's historical use.

Figure 1: Location of project. 2555 Hwy 158, June Lake.



Parcel location highlighted in blue

Figure 2: Land designation map.

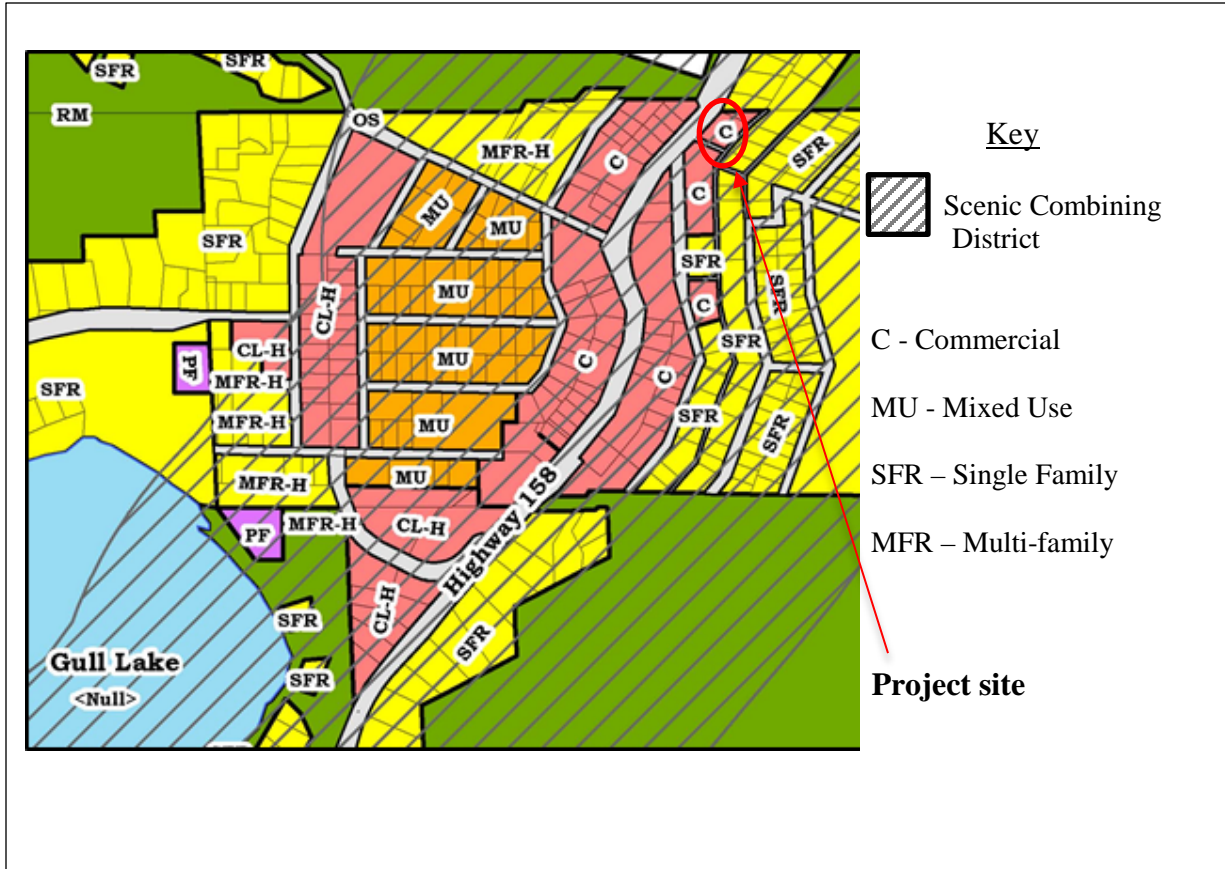


Figure 3: Site viewed from Hwy 158.



Figure 4: Site viewed from intersection of Hwy 158 and Lakeview Drive.



GENERAL PLAN CONSISTENCY

The General Plan Land Use Designation for this property is Commercial (C). According to the Mono County General Plan, “the ‘C’ designation is intended to provide for a wide range of uses and services for the resident and visitor including retail, business and professional uses and services in community areas....” Cannabis activities, including retail, are subject to a use permit and operation permit under MCC 5.60.

The proposed development is also consistent with June Lake Area Plan policies contained in the Mono County General Plan Land Use Element. The sections below from the Mono County General Plan support the development of commercial services in the community of June Lake.

MONO COUNTY LAND USE ELEMENT, Countywide Land Use Policies

Objective D

Provide for commercial development to serve both residents and visitors.

Policy 1: Concentrate commercial development within existing communities.

Action 1.1: Designate a sufficient amount of commercial land within communities to serve the needs of residents and visitors.

MONO COUNTY LAND USE ELEMENT, June Lake 2010: June Lake Area Plan

Objective B

Promote well-planned and functional community development that retains June Lake's mountain community character and tourist-oriented economy.

Objective C

Contain growth in and adjacent to existing developed areas.

Policy 1: Encourage compatible development in existing and adjacent to neighborhood areas.

Action 1.1: Use the area specific land use maps, specific plans, the Plan Check and Design Review processes to guide development.

Action 1.2: Encourage compatible infill development in the Village and Down Canyon areas.

Objective I

Maintain the June Lake village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

Objective 1.L.

Provide for commercial cannabis activities in Mono County in a way that protects public health, safety, and welfare while also taking advantage of new business and economic development activities.

***Policy 1.L.4.** In recognition of the potential economic benefits of this new industry, encourage the responsible establishment and operation of commercial cannabis activities.*

USE PERMIT FINDINGS

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*
 - a) Cannabis retail is permitted in commercial land use designations, subject to Use Permit and compliance with Chapter 13, Cannabis Regulations.
 - b) Adequate site area exists for the proposed use. The project proposes no physical expansion of the current lay-out. Lot coverage (calculated by the amount of impermeable surface) is approximately 30 percent at project completion, which is well below the maximum allowable for commercial land use designations of 70 percent.
 - c) The project has capacity to meet parking requirements. There currently exists three paved spaces and a paved loading area. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area is 100 square feet square feet in Phase I and the combined warehouse area for the cannabis operation and Insane Audio is 625 square feet, meaning at least two spaces and a loading area is required. Phase II expands the retail area to 425 square feet requiring one additional parking space. There is room for an additional five spaces beyond the current paved parking (see: Figure 9).
 - d) The location of the proposed project is consistent with the June Lake Area Plan's intent for concentrating resident- and visitor-oriented services in commercial core in the June Lake village.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
 - a) The parcel is accessed by Lakeview Drive via Hwy 158 and is adequate for the kind of traffic generated by the proposed use. Lakeview Drive and Hwy 158 are used for accessing existing commercial businesses in the June Lake commercial core. Parking is sufficient for employees and visitors.
 - b) The commercial business is not expected to generate significant amounts of traffic to alter existing circulation patterns.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located because:*
 - a) The proposed use is not expected to cause significant environmental impacts. No modifications to the existing building are being permitted. Avalanche danger has been deemed insignificant enough to allow for year-round use (see "Avalanche Study" section).

- b) The proposed project is a conforming use according to the Mono County General Plan's Land Use Element. The use permit process provides the public the opportunity to comment on the proposal, and comments are attached to this report.
 - c) Compliance with General Plan Chapter 13, *Commercial Cannabis Activities*, and General Plan Amendment 17-03: *Commercial Cannabis Policies*, the County minimizes and mitigates, to the best of its ability, any detrimental impacts to the public welfare and injury to property and improvements.
4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*
- a) Retail cannabis operations are permitted in commercial land use designations, given they meet the criteria set forth by Chapter 13.
 - b) The project is located within the June Lake Planning Area. The June Lake Area Plan encourages providing a wide range of commercial uses and services for residents and tourists. The project provides an unfilled service for residents and visitors of June Lake.
 - c) General Plan Amendment 17-03, *Commercial Cannabis Policies*, established policies and actions with the purpose of establishing a regulated commercial cannabis industry in Mono County.

COMPLIANCE WITH MONO COUNTY CANNABIS REGULATIONS (CHAPTER 13)

In addition to General Plan policies and regulations, commercial cannabis activities shall comply with Chapter 13. The following general standards and requirements apply to all commercial cannabis activities permitted in the county:

13.070.C. Site control.

No commercial cannabis activity shall be allowed within six hundred (600) feet of schools providing instruction to kindergarten or any grades 1 through 12, day care or youth centers, parks, ballfields, playgrounds, libraries, community centers, and licensed child care facilities.

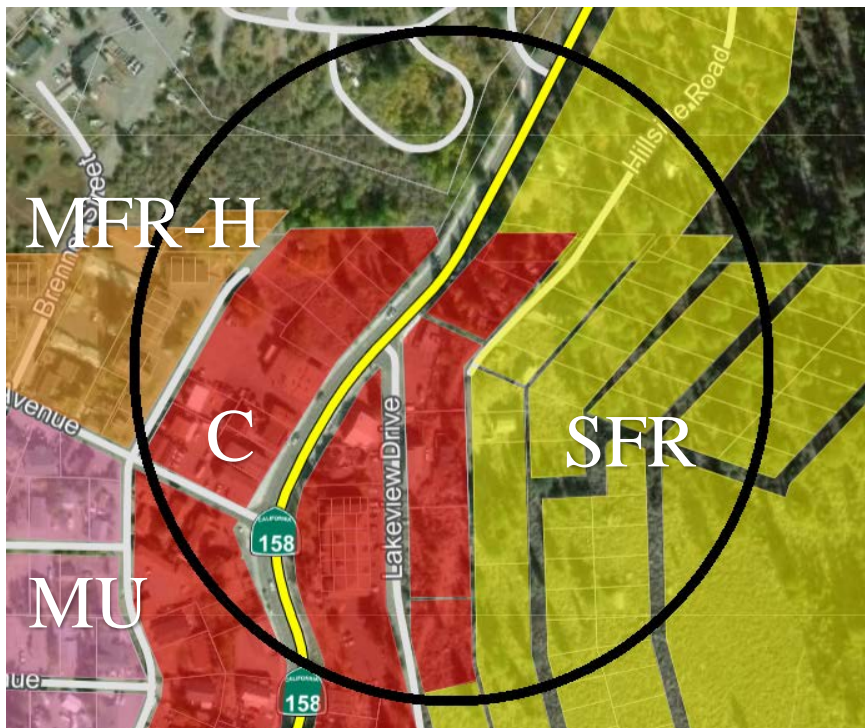
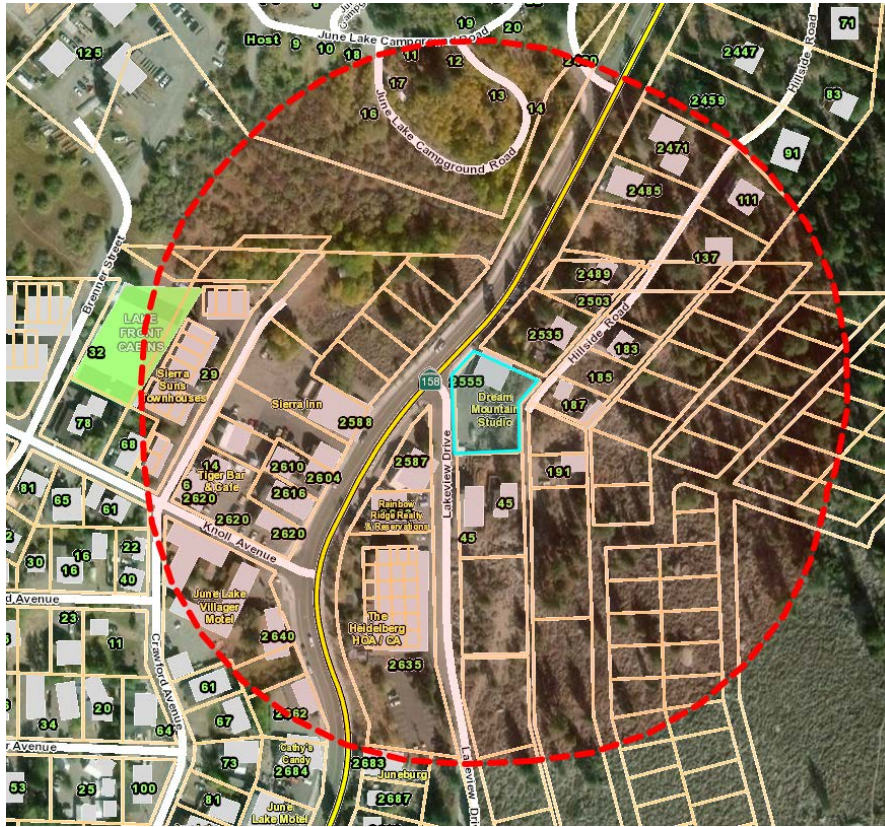
None of the above-mentioned facilities are located within 600 feet of the site. The June Lake community has one school (Our Lady of the Rosary) located at 4479 Hwy 158 and 1.9 miles from the project site. The June Lake Community center (also the location for the County's First 5 program), library, and Gull lake park are over 1,800 feet from the project site. The baseball field in June Lake Highlands is approximately 4,000 feet from the site. Currently there are no existing licensed child care facilities in the community of June Lake.

The site is immediately surrounded by Commercial and Residential land-use designations. To the north is a commercial property currently occupied with a single-family residence; on the east side is a residential property owned by the applicant; to the south is a commercial property currently occupied with a single-family residence; and to the west are vacant, commercial, parcels. Single Family Residential, Mixed-Use, and Multi-Family Residential - High land use designations are within the 600-foot radius of the site (see: Figure 5).

The project was noticed to all property owners within 600 feet of the site. One comment letter was received in opposition to the project. The letter, authored by the property owner of 45 Lakeview Drive and directly south of the project, expresses concern that odors from the retail product will disturb his tenants (Attachment 3).

At this time, one letter in support of the project has also been received (Attachment 4). The letter was written by the property owner of APN 015-075-021, a vacant parcel directly to the west of the project site.

Figure 5: 600 ft. radius around site location.



13.070.D. Setbacks

All commercial cannabis activities shall meet existing setbacks established in General Plan Chapter 4 – Land Use Designations and 4.120 Yards and Setbacks.

The structure currently meets setback standards for commercial designations (10’ front, 5’ rear, 0’ side) and the proposal does not include expansion of the building footprint (see attachment 1: site plan).

13.070.E. Odor control

An odor mitigation plan is required to demonstrate that odors generated by the commercial cannabis activity shall not unreasonably impact adjacent properties and uses, or that odor mitigation measures are not applicable due to lack of cannabis-related odor generation, location or siting, design features, or other factors.

The project is for retail only with no associated growing operation or on-site consumption of product. The store will only sell pre-packaged products from licensed distributors inside the retail premise. No on-site consumption or smoking is permitted. Odor mitigation measures are not applicable due to lack of cannabis-related odor generation.

13.070.F. Signage

A Sign Plan shall be required to demonstrate compliance with General Plan Land Development Regulations, Chapter 4.190 Signs, and Chapter 7 Signs.

No additional sign space will be allocated for the project. Phase I will include adding “High Sierra June Lake” to the existing space below the Insane Audio logo. The sign will be 20” be 72” wide. Phase II will include changing the sign attached to the building to read “High Sierra June Lake” instead of the existing Insane Audio logo. This sign will be 30” by 84”. The change reflects street presence being a greater priority for the cannabis operation compared to the existing Insane Audio business.

Figure 6: Location of Phase I sign addition.



Figure 7: Location of Phase II sign modification from “Insane Audio” to “High Sierra June Lake”.



13.070.G. Visual screening

All Cannabis, Cannabis Products and Cannabis Accessories shall be screened from view from a public right of way to the best of the Permittee's ability.

The proposal states that the interior layout will not allow for any cannabis products to be visible from the street and no cannabis products will be placed in the existing display window. The project will also be required to comply with Mono County Code chapter 5.60.140 (A), “no cannabis or cannabis products shall be visible from the exterior of the retail premises.”

13.070.H. Lighting

All commercial cannabis activities shall comply with General Plan Land Use Element Chapter 23 – Dark Sky Regulations regardless of activity type or Premise location.

The proposal does not include any changes to the existing complying lighting.

13.070I. Parking

A Parking Plan depicting availability and requirements for parking shall be submitted. The Plan shall demonstrate the provision of adequate on-site parking for all employees and allow for loading and unloading.

The project has capacity to meet parking requirements. There currently exists three paved spaces and a paved loading area. The retail area requires one space for every 200 square feet of gross leasable area and warehouse space requires one space for every 1,000 square feet of gross floor area. The retail area is 100 square feet square feet in Phase I and the combined warehouse area for the cannabis operation and Insane Audio is 625 square feet, meaning at least two spaces and a loading area is required. Phase II expands the retail area to 425 square feet requiring one additional parking space for a total of three onsite spaces, which is currently met by the project. There is room for an additional five spaces beyond the current paved parking (see: Figure 9).

Figure 8: Location of existing parking and loading.



Figure 9: Location of potential five additional parking spaces.



13.070J. Noise

Noise generation shall comply with the Mono County General Plan Noise Element and Mono County Code, Chapter 10.16.

The project is not expected to generate noise beyond that of traditional commercial operations in the June Lake commercial core.

ENVIRONMENTAL REVIEW

The project qualifies for a categorical exemption from the provisions of CEQA as the project is considered a Class 3 – Conversion of Small Structure (CEQA Guidelines, 15303). A Class 3 exemption consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Class 3 categorical exemptions specifically include stores, motels, offices, restaurants or similar structures not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. The project proposes no expansion to the building footprint or modifications to the exterior of the structure. The retail use is consistent with current and historical uses for the property.

Avalanche Study

The Mono County Safety Element aims to avoid exposure of people and improvements to unreasonable risks of damage or injury from avalanche hazards:

Objective 4.A.

Limit development that attracts concentrations of people in historical avalanche paths (Conditional Development Areas) during the avalanche season.

Prior to approving new development, other than single-family residential, in conditional development areas, the Planning Commission shall find:

Action 4.A.1.a

Based on a site-specific study by a qualified snow scientist, that the site is not within a potential avalanche hazard.

The site is in a conditional development area based on a 1973 study by Norm Wilson that found the general area to be a Blue Zone, or moderate hazard zone. A site-specific avalanche hazard study was completed specifically for this project in August 2018 by Sue Burak of Snow Survey Associates concluded that the property is in a White Zone. A White Zone is characterized as a low-risk zone with estimated return periods of 300 years or impact pressures less than a gale force wind (21 lbs/ft²). Associated impact pressures with potential White Zone avalanches are considered “relatively harmless to people”. Discrepancies between the Wilson report and the recent study can be attributed to lack of precision and poor photo and mapping quality that existed when the Wilson report was completed.

ATTACHMENTS

- 1- Site Plan
- 2- Avalanche Study
- 3- Letter of Opposition
- 4- Letter of Support

MONO COUNTY

Planning Division

DRAFT NOTICE OF DECISION & USE PERMIT

USE PERMIT: UP 18-003

APPLICANT: John DeCoster

APN: 015-085-010

PROJECT TITLE: High Sierra Cannabis Retail

PROJECT LOCATION: 2555 HWY 158, June Lake, CA 93529

CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

DATE OF DECISION/USE PERMIT APPROVAL: EFFECTIVE DATE USE PERMIT

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

MONO COUNTY PLANNING COMMISSION

DATED: September 20, 2018

cc: X Applicant
X Public Works
X Building
X Compliance

Conditions of Approval:
Use Permit 18-003/High Sierra Cannabis Retail

- 1) All development shall meet requirements of the Mono County General Plan, Mono County Code, and project conditions.
- 2) Project shall comply with Chapter 13, Cannabis Regulations, which has been provided to the applicant.
- 3) The project shall be in substantial compliance with the site plan as shown on Attachment 1 found in the staff report.
- 4) All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations.
- 5) Project is required to comply with any requirements of the June Lake Fire Protection District. The applicant shall provide a “will serve” letter from the June Lake Fire Protection District indicating the FPD will provide service to the project.
- 6) Project is required to comply with any requirements of the June Lake PUD. The applicant shall provide a “will serve” letter from the June Lake Public Utility District (PUD).
- 7) Project shall comply with all Mono County Building Division, Public Works, and Environmental Health requirements.
- 8) If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
- 9) An operation permit under MCC Chapter 5.60 is required prior to commencing operations.

September 10, 2018

RECEIVED
SEP 11 2018

Mono County
Community Development

To: Mono County Development Department

Mono County Planning Department

Mono County Supervisors Corless, Stump, Gardner, Peters and Halferty

Planning Analyst Regehr

Subject: Support for High Sierra

This letter is to offer my support for High Sierra and their Conditional Use Permit. June Lake and the Eastern Sierra's main economic driver is tourism. In order to remain competitive with other world class destinations, I support having a local recreational cannabis store. Simply put, now that recreational cannabis has won on the ballot, the next logical step is to offer places to purchase it.

Respectfully submitted,



Jamie Schectman

President, B-ROC, LLC



P.O. Box 801 June Lake, CA 92529
2603 State HWY 158
(760) 648-7811 • (800) 462-5589
DRE#01009575

09/17/2018

Mono county Board of Supervisors

P.O. Box 715

Bridgeport Ca, 93517

Dear Mono County Board of Supervisors,

We are writing this letter in support of approval for "High Sierra June Lake" business license and the ability to open their retail location at 2555 State Highway 158 June Lake, CA 93529. We have been in business in June Lake for over 20 years and feel that High Sierra June Lake would be a great addition to town. We also believe there will be no detrimental effects to public safety or any other issues as related to the general public and tourism. In fact, we think it will enhance the experience and make it more enjoyable and convenient for our visitors.

The current property owners/ Business operators of "Insane Audio" are reputable business owners in town and have a high participation level in the C.A.C as well the Chamber of Commerce. We have personally spoken to the proposed owners of "High Sierra June Lake" and we are confident they have the skills, character and integrity necessary to run the business right for our community. "High Sierra June Lake" has 100% support from Rainbow Ridge Realty and Reservations and we would like to see them get their business up and running as soon as possible.

Thank you for your time and effort on this matter and reading this letter

Rainbow Ridge Realty and Reservations

June Lake, Ca

760-648-7811

TO:

Mono County Community Development
Mono County Planning Division
Mono County Board of Supervisors
Bentley Regehr, Planning Analyst

Sep 11, 2018

RE: Conditional Use Permit 18-003/DeCoster

I am sending this letter in response to a notice I received recently regarding a recreational cannabis business proposed for June Lake. As a long time June Lake resident and neighbor to both Mr. DeCoster's home and this new business I am fully supportive of this project. June Lake is a resort town and in order for us to remain competitive in this new economy, I believe recreational cannabis would be an asset to the community. I suspect that cannabis sales in the state of California will exceed craft beer sales by the end of this year and surpass dairy in the next few years when I look at cannabis sales since it becoming legal in the state of California as well as in other states.

In addition, I know Mr. DeCoster personally and am confident that he has the ability operate a well-run business with the highest standards of integrity.

Lastly, I have first-hand experience with the medicinal benefits of cannabis and when regulated and sold legally, I believe it can be a benefit to have it available to those who live and work here. In short, I believe "High Sierra" will be an asset to our community and we should approve this project.

Sincerely,

Jeannie McCamish
2535 HWY 158 (po box 53)
June Lake, CA 93529

September 9, 2018

RECEIVED
SEP 10 2018
Mono County
Community Development

To: Mono County Community Development Department
Mono County Planning Division
Commissioner Bentley Regehr- Planning Analyst
Mono County Supervisors

Stacy Corless
Fred Stump
Bob Gardner
John Peters
Jennifer Halferty

I do not believe a drug retail cannabis business should be the first building a tourist sees as they enter our community. What kind of message does this give to our visitors? The wrong message. "Welcome to our Druggie Town."

I believe the Conditional Use Permit 18-003/DeCoster: retail cannabis sales at 2555 Hwy 158, should not be allowed. There are many reasons in addition to the visual impact at the entrance to the community. We are a tourist community.

1. The location is adjacent to my residential apartments. At times, I rent to families with children. Having drugs (cannabis) next to these families is opening the door for children to be exposed to the drug culture and drug (cannabis) use. This is not appropriate. No one wants to rent from me with a drug building next door. No one is allowed to use drugs, cannabis, marijuana, in my rental properties. The smell will drift to my apartments and my tenants will not tolerate the marijuana smell and will move.
2. Across the street from this proposed Cannabis Distribution Building is a family owned home with small children living and playing outside who will be exposed to the drug culture. This is not acceptable.

3. I find this use appalling and if you decide to allow this use permit then you need to go to the Mono County Tax Collector and reassess my property, along with many other property owners, and lower our property values by at least \$100,000. The county will lose property tax dollars, possibly in the hundreds of thousands of dollars.

Please think this through carefully and reject the use permit (18-003/DeCoster).

Sincerely,

Rodger Guffey

Property owner 45 & 49 Lakeview Dr.

From: The Lift
To: [Bentley Regehr](#)
Cc: [John DeCoster](#)
Subject: Letter of Support for High Sierra in June Lake
Date: Monday, September 17, 2018 1:16:15 PM

To whom it may concern,

This letter is to show our support of the proposed High Sierra business in June lake, CA. We own The Lift, the property and the business next door to the proposed location. We are in favor of bringing more, diverse businesses to June Lake and feel that this will help our economy grow and offer people who come here more reasons to enjoy our small community.

Thank you,
Maribeth Kramer
The Lift
2587 Hwy 158
June Lake, CA
(970)497-0609

November 6, 2018
Regular Meeting
Item # 11c

CAO

Amended Bidet Contract

**CONTRACT BETWEEN COUNTY OF MONO,
SOPHIE CHARLOTTE BIDET
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, referred to as “the COUNTY,” and Sophie Charlotte Bidet, as an individual and any Limited Liability Partnership (LLP) which she may subsequently create for the purpose of providing services pursuant to this Contract, collectively ,referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent defense services as outlined below for the period January 1, 2019 through December 31, 2021. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

RECITALS

- The COUNTY has a constitutionally mandated responsibility to provide indigent defense services.
- The COUNTY desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the CONTRACTOR, as authorized by law.
- The CONTRACTOR agrees to provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the CONTRACTOR.

TERMS AND CONDITIONS

The parties AGREE as follows:

I. DURATION OF CONTRACT

This Contract shall commence on January 1, 2019 and terminate on December 31, 2021, unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

II. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.

2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

Disposition in criminal cases shall mean and/or include:

1. The dismissal of charges;
2. The entering of an order of deferred prosecution;
3. An order or result requiring a new trial;
4. Imposition of sentence;
5. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
6. A restitution hearing ordered at the time of original disposition.
7. The filing of a notice of appeal, if applicable.

Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

- C. Representational Services: The services for which the COUNTY is to pay the CONTRACTOR are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

- D. Investigative Services: The services described in section IV.B.
- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the CONTRACTOR, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is, for all purposes arising out of this Contract, an independent CONTRACTOR, and neither the CONTRACTOR nor his or her employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR'S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, except as specified herein.

IV. SCOPE OF SERVICES.

- A. With other indigent defense counsel under direct contract to COUNTY, CONTRACTOR shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.
- B. CONTRACTOR may utilize the services of a licensed private investigator ("INVESTIGATOR") under Business and Professions Code section 7520 and 7521, with whom the COUNTY has entered into a separate contract for services, or of any other INVESTIGATOR upon appointment by the Court in a particular case. INVESTIGATOR services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. INVESTIGATORS shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall INVESTIGATORS be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an INVESTIGATOR may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided CONTRACTOR assumes the cost.

V. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. CONTRACTOR shall have physically separate offices from any other attorney under contract with COUNTY to provide indigent defense services. CONTRACTOR shall maintain an ethical and communications wall between CONTRACTOR and such

attorney(s) about their respective cases, to maintain the confidences of clients, and to be sensitive to the need for separation between the offices.

- B. CONTRACTOR agrees not to accept compensation directly or indirectly from any source other than the COUNTY on cases assigned pursuant to this contract.
- C. CONTRACTOR shall maintain the right to have private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. CONTRACTOR further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance of the work and services under this Contract. Specifically, CONTRACTOR agrees not to engage in any private legal representations of any matter which would conflict or interfere with CONTRACTOR'S ability to represent clients under this Contract.
- E. CONTRACTOR agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

VI. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

- A. CONTRACTOR shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. CONTRACTOR will maintain for inspection on its premises records of compliance with MCLE requirements.
- B. Prior to CONTRACTOR representing a defendant accused of a homicide, CONTRACTOR must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, CONTRACTOR must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in two felony cases, that have been submitted to a jury.

- D. CONTRACTOR representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.
- E. CONTRACTOR shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.
- E. Failure on the part of the CONTRACTOR to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

VII. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR shall provide quality representational services to all eligible clients to whom the CONTRACTOR is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of CONTRACTOR as appointed by the Court shall be observed:
 - 1. Provide careful, factual and legal investigation.
 - 2. Take prompt action to protect client's legal rights.
 - 3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
 - 4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
 - 5. Know and explore sentencing alternatives.
 - 6. Advise the client concerning appeals.
 - 7. Not accept more cases than can be competently handled.
 - 8. Not handle a legal matter which the CONTRACTOR know or should know that he is not competent to handle.
 - 9. Maintain client confidences.
 - 10. Keep the client informed.
 - 11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
 - 12. Not accept a matter in which a conflict of interest exists of which he would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.
- B. Except as provided herein, the CONTRACTOR shall maintain an office in Mono County and appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of CONTRACTOR's clients. CONTRACTOR will be timely available for all Court appearances, and meet all performance requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.

- C. CONTRACTOR shall maintain adequate office space and hours during normal business hours for appointments with potential eligible clients who are not in custody. CONTRACTOR shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.
- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of CONTRACTOR appointment. Out of custody eligible clients may make an appointment with CONTRACTOR who shall make available an appointment at an office in Mono County within five business days of CONTRACTOR appointment. In all cases, CONTRACTOR shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. CONTRACTOR shall keep all courts informed of the status of pending cases to which he or she has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. CONTRACTOR shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the CONTRACTOR.
- G. In the event that Ms. Bidet is unable to appear for any matter to which he has been appointed, then he shall arrange for other counsel to appear on his behalf, at no cost to the COUNTY.

VIII. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2019, the County Counsel, County Finance Director and County Administrative Officer shall meet with the CONTRACTOR and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, the COUNTY determines that the CONTRACTOR is failing to provide competent legal services based upon the above standards or has engaged in conduct that, if CONTRACTOR were an employee of the County, would violate the Mono County Personnel System, the COUNTY may terminate this Contract upon 15 days' written notice to the CONTRACTOR and fees due shall be prorated as of the date of termination.

Before this Contract is terminated, the CONTRACTOR, upon request, shall have the opportunity for a public hearing before the County Board of Supervisors, to appear personally, and by counsel, and to produce evidence. If COUNTY determines to terminate this Contract, the Board shall specify in writing its reasons for doing so, which reasons may not be arbitrary or capricious.

IX. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR \$140,000 for the ten-month period of January 1, 2019 through October 31, 2019 (prorated from a \$168,000 annual amount). This annual amount shall be increased by two percent (2%), commencing on November 1 of each year (\$171,360 in year 2, and \$174,780 in year 3). These amounts shall be paid in monthly installments of \$14,000 (year 1), \$14,280 (year 2), and \$14,565 (year 3), within 5 days following the end of the month in which services are provided. In the event that this Contract is extended pursuant to Section I, annual increases shall continue to be 2%.
- B. The compensation payable under this section IX is the maximum amount which COUNTY must pay under this Contract, and the CONTRACTOR shall assume and pay all other expenses incurred in the performance of this Contract. The CONTRACTOR represents that CONTRACTOR is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The CONTRACTOR and COUNTY acknowledge that many factors outside the control of the parties can affect the ability of the CONTRACTOR to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to CONTRACTOR. Notwithstanding any such changes, the CONTRACTOR agrees to the compensation set forth in this Contract for services to be rendered.
- C. COUNTY shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of CONTRACTOR or otherwise affect the amount specified to be paid to CONTRACTOR under this contract.
- D. Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:
1. The name of the client and case number;
 2. The date and time the services were provided, in 10th hour increments;
 3. A description of the services provided on each date.
- Any claim for which the above is not provided shall be deemed an insufficient claim.
- E. CONTRACTOR shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials,

services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.

- F. COUNTY has no obligation to withhold any taxes or other payments from the sums paid CONTRACTOR by COUNTY pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of CONTRACTOR.

X. REPORTS AND INSPECTIONS

- A. CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action.)
- B. CONTRACTOR shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by CONTRACTOR during the previous calendar quarter. The report shall be submitted within ten working days after the end of said calendar quarter and shall include:
1. The number of cases by type to which CONTRACTOR has been appointed during that quarter.
 2. The number of open cases distinguished between misdemeanor, felony, juvenile, and other types of cases.
 3. For each case closed, the type of case (felony, misdemeanor, etc.)
 4. Disposition of cases by the following categories: Pleas, trials, diversions, dismissals, and other.
 5. The number of cases in which CONTRACTOR has declared a conflict.
- C. Bar Complaints: CONTRACTOR shall immediately notify the COUNTY in writing if the CONTRACTOR becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR in a way that allows access by the COUNTY

without breaching such confidentiality or privilege. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the attorney-client privilege and attorney work-product privilege.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. CONTRACTOR shall prepare and maintain records sufficient to enable COUNTY and the courts to determine the cost of representing each person represented by CONTRACTOR, and CONTRACTOR shall provide the court with the total time of each case upon disposition or upon request of the court or the COUNTY.
- B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the COUNTY.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the CONTRACTOR or its employees or others by reason of the Contract. CONTRACTOR shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR'S failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.
- B. CONTRACTOR agrees that it is financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.
- C. CONTRACTOR shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR, or its agents, officers, or employees. CONTRACTOR'S obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. CONTRACTOR'S obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

CONTRACTOR'S obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to,

or restricted by, any requirement in this Contract for CONTRACTOR ATTORNEY to procure and maintain a policy of insurance.

CONTRACTOR shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

XIII. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the CONTRACTOR. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

- A. General Liability. CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. CONTRACTOR will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.
- B. Business Vehicle. If CONTRACTOR, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the CONTRACTOR shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CONTRACTOR-owned vehicles and all hired and non-owned vehicles used in performing under this Contract.
- C. Workers' Compensation. CONTRACTOR shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CONTRACTOR has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in

favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

- D. Professional Liability Insurance. CONTRACTOR shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- E. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

XIV. CORRECTIVE ACTION

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of

Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that CONTRACTOR under this Contract does not respond to the CAO's notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the CAO, following review, by the Board of Supervisors to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

XV. TERMINATION AND SUSPENSION

A. COUNTY may terminate this Contract in whole or in part upon 15 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:

1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to this Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the determination of the CAO, the CONTRACTOR may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. CONTRACTOR reserves the right to terminate this Contract with cause with 15 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this

Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.

- C. COUNTY or CONTRACTOR may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.
- D. Following termination or suspension of this Contract, the CONTRACTOR shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the COUNTY will be liable for any payments owed for the completion of that work. The CONTRACTOR shall remit to the COUNTY any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the CONTRACTOR attempt to withdraw from any case assigned and not completed, and in that event, CONTRACTOR shall use best efforts to so withdraw. Should a court require, after the CONTRACTOR has attempted to withdraw, the appearance of counsel from the CONTRACTOR on behalf of any client previously represented by the CONTRACTOR where such representation is no longer the obligation of the CONTRACTOR pursuant to the terms of this Contract, the COUNTY will honor payment to the CONTRACTOR upon judicial verification that continued representation is required.
- F. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- G. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual Contract of both parties hereto in writing and as provided in Section I.
- H. The ability of the COUNTY to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this Contract without incurring any penalty or breaching the Contract.

XVI. FINANCIAL RESPONSIBILITY

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy

by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

XVII. ASSIGNMENT/SUBCONTRACTING

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.
- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:
Sophie Charlotte Bidet
PO Box 3475
Mammoth Lakes, CA 93546
sbcesq@gmail.com

If to COUNTY:
County Administrative Officer
PO Box 696
Bridgeport, CA 93517
lchapman@mono.ca.gov

With a copy to:
County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov

IXX. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

XX. NONDISCRIMINATION

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

XXI. CONFLICT OF INTEREST

No officer, employee, or agent of the COUNTY, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or CONTRACTOR. If required by state law or by the COUNTY's own conflict of interest code, CONTRACTOR shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

XXII. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
Bob Gardner, Chair
Mono County Board of Supervisors

By: _____
Sophie Charlotte Bidet

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Risk Manager