



For more information, go to <http://www.santa-ana.org/cannabiscollectives/>



# Acknowledgement of Medical Marijuana Collective/Cooperative Operating Standards

Santa Ana, California, Municipal Code art. XIII, § 18-613 (2014).

- A. At all times the collective is open, a collective shall provide at least one security guard who is licensed, possesses a valid Department of Consumer Affairs “security guard card”, and has a valid Santa Ana Business License. Security guards shall not possess firearms.
- B. The security guard and collective personnel shall monitor the site and the immediate vicinity of the site to assure that patrons immediately leave the site and not consume medical marijuana in the vicinity of the collective or on the property or in the parking lot.
- C. Exterior signage shall be limited to one wall sign not to exceed ten square feet in area and may not be externally or internally illuminated. Interior signage or advertising may not be visible from the exterior.
- D. No recommendations from a doctor for medical marijuana shall be issued on-site.
- E. There shall be no on-site sales of alcohol or tobacco products, and no on-site consumption of food, alcohol, tobacco or marijuana by patrons.
- F. Hours of operation shall be limited to: Monday – Sunday 10 a.m. – 8 p.m. and Sunday 11a.m. – 7 p.m.
- G. The property provides a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the property is not detected outside the property, anywhere on adjacent property or public right-of-way, or within any other unit located within the same building as the collective. (Building and mechanical permits must be obtained from the Building Safety Division prior to any work commencing as part of this requirement.)
- H. A collective shall only dispense medical marijuana to qualified patients and their caregivers as defined by California Health and Safety Code 11362.5 (Proposition 215). This shall include possession of an original valid doctor’s recommendation, not more than one year old, for medical marijuana use by the patient.
- I. A collective shall notify patrons of the following both verbally and through posting of sign in a conspicuous location:
  - i. Use of medical marijuana shall be limited to the patient identified on the doctor’s recommendation. Secondary sale, barter or distribution of medical marijuana is a crime and can lead to arrest.
  - ii. The loitering on and around the collective site is prohibited by California Penal Code 647(e) and that patrons must immediately leave the site and not consume medical marijuana in the vicinity of the collective or on the property or in the parking lot.
  - iii. Forgery of medical documents is a felony crime.
  - iv. A warning that patrons may be subject to prosecution under federal marijuana laws.
  - v. That the use of medical marijuana may impair a person’s ability to drive a motor vehicle or operate machinery.

- J. A collective shall not provide marijuana to any individual in an amount not consistent with personal medical use.
- K. A collective shall not store more than \$200.00 in cash reserves overnight on the premises and shall make at least one daily bank drop that includes all cash collective on that business day.
- L. No one under 21 years of age shall be permitted to enter establishment, unless such person is a qualified patient and is accompanied by his or her Primary Caregiver, licensed Attending Physician, parent(s) or documented legal guardian.
- M. A collective shall provide the name and phone number of an on-site staff person to the Police Department and Community Preservation Division for notification if there are operational problems with the establishment.
- N. Each collective operator(s) and employees shall complete a criminal background check. Employees, managers or volunteers may not have been convicted of, or plead guilty/no-contest to a felony or misdemeanor drug charge within the past four years.
- O. Marijuana shall not be grown or cultivated at collective sites, except that cuttings of the marijuana plant may be kept or maintained on-site for distribution to qualified patients and primary caregivers as follows:
  - i. The cuttings shall not be utilized by a collective as a source for the provision of marijuana for consumption on-site, however, upon provision to a qualified patient or primary caregiver, that person may use the cuttings to cultivate marijuana plants off-site for their own use and they may also return marijuana from the resulting mature plant for distribution by the collective.
  - ii. For the purpose of this paragraph, the term “cutting” shall mean a rootless piece cut from a marijuana plant, which is no more than six inches in length, and which can be used to grow another plant in a different location.
- P. A collective shall comply with applicable provisions of the California Health and Safety Code 11362.5 through 11362.83, inclusive.
- Q. If food is distributed, the collective shall comply with all relevant state laws and City ordinances pertaining to the preparation, distribution and sale of food.
- R. The location, interior and exterior, shall be monitored at all times by web-based closed-circuit television for security purposes. The camera and recording system must be adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the location. The recordings shall be maintained for a period of not less than ninety days. The Police Department may request the recordings in connection with an investigation. If the recordings are not voluntarily provided, the Police Department may seek a warrant or court order for the recordings.
- S. The location shall have a centrally-monitored fire and burglary alarm system and the building or the portion of the building where the collective is located shall contain a fire-proof safe.

- T. No manufacture of concentrated cannabis in violation of California Health and Safety Code section 11379.6 is allowed.
- U. No collective shall operate for profit. Cash and in-kind contributions, reimbursements, and reasonable compensation provided by members towards the collective's actual expenses of the growth, cultivation, and provision of medical marijuana shall be allowed provided that they are in strict compliance with State Law. All such cash and in-kind amounts and items shall be fully documented.
- V. If the collective operator is not the owner of the property where the collective is to operate, the operator shall provide evidence that the property owner(s) consent to the operation of a collective on the property.

We, \_\_\_\_\_ and \_\_\_\_\_  
(Printed Name of Property Owner) (Printed Name of Collective/Cooperative Operator)

collectively acknowledge we have been provided a copy of the medical marijuana operating standards listed Santa Ana Municipal Code 18-613. We further acknowledge that we have read, understand, and shall ensure compliance with the aforementioned operating standards and all applicable provisions of the Santa Ana Municipal Code at the medical marijuana collective/cooperative entitled \_\_\_\_\_.  
(Name of Collective/Cooperative listed on the application)

<b>Collective/Cooperative Information</b>					
Street Address				Apartment / Unit #	
City		State		ZIP	
Phone Number		Email			

**We certify under penalty of perjury that the foregoing information is true and correct.**  
**Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ in Santa Ana, California.**  
(Day) (Month)

<b>Signature of Property Owner</b>	<b>Signature of Collective/Cooperative Operator</b>
<b>Printed Name and Title</b>	<b>Printed Name and Title</b>