

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
October 24, 2023
Regular Meeting - 5:00 to 6:30 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 850 8810 3456
3. Passcode: 621990

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the September 26, 2023 regular meeting as presented.

Contact: Dee Lai, (805) 385-8200

D. REPORTS

1. Community Development Department

SUBJECT: Commercial Cannabis Financial Auditing Services Agreement with Avenu Insights & Analytics, LLC (10 minutes).

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a 3 - year agreement (Agreement No. 3240018) with Avenu Insights & Analytics, LLC. ("Avenu"), in an amount not to exceed \$570,000 for commercial cannabis financial auditing services.

Please click the following link to view the required Measure M pre-recorded presentation video:

https://youtu.be/Hv_HrxevGvE

Contact: Jeff Pengilly, (805) 385-8208

2. Community Development Department

SUBJECT: Revision to the Planning Commission Rules and Procedures (Bylaws) (10 minutes)

RECOMMENDATION: That the Finance & Governance Committee recommend that the City Council approve the Planning Commission's proposed revisions to the Planning Commission Rules

and Procedures (Bylaws) with staff's recommended changes.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/YVkeAQpMUrE>

Contact: Jeff Pengilley, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: October 24, 2023

TO: Finance & Governance Committee

FROM: Dee Lai, Assistant City Clerk, (805) 385-8200, dee.lai@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the September 26, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. 09 26 2023 FG Minutes

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
September 26, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:02 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Chair John C. Zaragoza, Member Gabriela Basua, and Member Gabriel (Gabe) Teran were present in person.

Member Basua joined the meeting at 5:09 p.m.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the July 25, 2023 regular meeting as presented.

No public comments were received.

It was moved by Member Teran, seconded by Chair Zaragoza, to approve the Information/Consent item as presented. VOTE: Teran, and Zaragoza voted in favor; the motion passed 2-0. Member Basua was absent.

D. REPORTS

1. Finance Department

SUBJECT: Acquire and Implement Budgeting Software (10 minutes).

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council:

1. Approve and authorize the City Manager to execute a five-year agreement with OpenGov, Inc. for OpenGov Budgeting & Planning software as well as OpenGov Reporting & Transparency software for a not to exceed amount of \$771,493; and
2. Approve a budget appropriation of \$60,110 in the Fiscal Year 2023-24 Information Technology Fund, from available fund balance.

Javier Chagoyen-Lazaro, Interim Chief Financial Officer, was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Member Teran, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion passed 3-0.

2. City Manager Department

SUBJECT: Resolution Updating Grant Application Procedures (10 minutes).

RECOMMENDATION: That the Finance and Governance Committee recommend City Council adopt a Resolution updating procedures to submit grant applications.

Shiri Klima, Deputy City Manager, was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented.

VOTE: Basua, Teran, and Zaragoza voted in favor; the motion passed 3-0.

3. Billing and Licensing Department

SUBJECT: Business Tax & Permit Administration, Discovery & Auditing Services (20 minutes).

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council to approve the proposal to:

1. Outsource the Licensing Services; and
2. Establish an agreement between the City of Oxnard and Hinderliter, de Llamas & Associates (HDL) to provide Business Tax and Permit Administration, Discovery and Auditing Services for a period of five years with the option to renew for another five years prior to the contract's expiration.

Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer, was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Basua, seconded by Member Teran, to approve the recommended action as presented.

VOTE: Basua, Teran, and Zaragoza voted in favor; the motion passed 3-0.

4. Fire Department

SUBJECT: Authorize Blanket Purchase Orders for Allstar Fire Equipment Co. and L.N. Curtis & Sons for a Not to Exceed (NTE) Amount of \$500,000 and \$1,000,000 respectively through June 30, 2024 (10 minutes).

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council authorize the Mayor to execute Blanket Purchase Orders (BPOs) with the following vendors:

1. Allstar Fire Equipment Co. (Allstar) for a total amount NTE \$500,000 for the purchase of structural firefighting personal protective equipment (PPE) and tools.
2. L.N. Curtis & Sons (L.N Curtis) for a total amount NTE \$1,000,000 for the purchase of firefighting tools and equipment for wildland and tools mounted on response vehicles.

Karsten Guthrie, Assistant Fire Chief, was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Chair Zaragoza, seconded by Member Teran, to approve the recommended action as presented.

VOTE: Basua, Teran, and Zaragoza voted in favor; the motion passed 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:38 p.m.

DEE LAI
Assistant City Clerk

JOHN C. ZARAGOZA
Chair



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: October 24, 2023

TO: Finance & Governance Committee

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Commercial Cannabis Financial Auditing Services Agreement with Avenu Insights & Analytics, LLC (10 minutes).

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a 3 - year agreement (Agreement No. 3240018) with Avenu Insights & Analytics, LLC. ("Avenu"), in an amount not to exceed \$570,000 for commercial cannabis financial auditing services.

Please click the following link to view the required Measure M pre-recorded presentation video:

https://youtu.be/Hv_HrxevGvE

BACKGROUND

The Oxnard City Code (OCC) allows the following cannabis uses: retail dispensaries (16 licenses); manufacturing (8 licenses); distribution (3 licenses); and testing laboratories (1 license). The OCC requires that after one full year of being in operation, all cannabis businesses will be subject to an annual audit. Based upon the OCC audit requirements and the timing associated with the opening of two retail cannabis operators (The Artist Tree and Releaf on Vine), two retail cannabis businesses will be required to submit an audit of their annual financial revenues in December 2023. The audit is required to be prepared by an independent certified public accountant, procured by the cannabis applicant, and submitted to the City for review and approval.

Given that the City does not have the technical expertise to audit cannabis business, in February 2023, the City issued a Request for Proposals (RFP) for cannabis auditing services. The City received a total of seven (7) proposals. Based upon the criteria identified in the RFP, City staff evaluated the proposals and selected three (3) firms to interview. Avenu was selected as the most qualified to perform the work due to their overall experience providing cannabis auditing services to other municipal organizations (see Attachment A). The scope associated with the cannabis audit review will include: verification of tax payments reported by cannabis businesses to the City and the California Department of Tax and Fee Administration (CDTFA), verification of the annual community benefits payment, verification of the ownership associated with each commercial cannabis business and an evaluation of each commercial cannabis businesses assets and liabilities.

On June 20, 2023, through a compliance fee study, the City established a Cannabis Compliance Fee (Ordinance No.3029), which included the cannabis permit renewal fee. In addition to the renewal fee, each cannabis business will be responsible for paying the City's cost to procure the review of the cannabis audit, plus the City's 15% administrative fee. The audit will be submitted when the applicant renews their permit. It is possible that a cannabis permit may be renewed pending securing an approved cannabis audit. The renewal

process includes steps to secure approval of an audit post renewal of a cannabis permit.

The City negotiated the contract term with Avenu to provide commercial cannabis business audit services for 3-years (with an option for two 1-year extensions, for a total of 5 years) at a fixed cost of \$7,500 per audit and a not to exceed total contract amount of \$570,000. The contract maximum was established with the assumption that the cannabis program and business opening would gradually increase over the term of the agreement in alignment with the number of cannabis businesses allowed under the OCC. Through implementation of the cannabis program, including audit outcomes, it is possible that audit frequency may change. The City continues to evaluate the cannabis program, looking for ways to streamline the process, and facilitate business development. Any OCC changes, including changes in the frequency of the audit, would occur through an amendment to the OCC.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

The estimated cost of the contract over five years (including an option for two 1-year extensions) and the corresponding revenue is as follows:

FISCAL YEAR	EST.COST	EST. REVENUE (INC. 15% ADMIN FEE)
FY2023-24	\$22,500	\$22,838
FY2024-25	\$82,500	\$83,738
FY2025-26	\$120,000	\$121,800
FY2026-27	\$172,500	\$175,088
FY2027-28	\$172,500	\$175,088

There is sufficient FY2023-24 funding available from the existing Community Development operating budget. Funding of future years as well as anticipated revenue will be included in the recommended budget of each fiscal year.

For Finance Use Only: General Fund (Org. 1014101 Obj. 41450 & 53200)

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Draft Agreement No. 3240018 with Avenu Insights & Analytics, LLC
2. October 24, 2023 Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND AVENU INSIGHTS & ANALYTICS, LLC**

By This Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Avenu Insights & Analytics, LLC ("CONSULTANT"), and CONSULTANT agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONSULTANT may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. Cannabis Financial Audit Services

This Agreement is for "on call" or "as needed" services as identified in Exhibit A-Scope of Services. The City does not guarantee that any services will be requested under this agreement or that any services requested under this agreement will reach the agreement amount listed in section 4. All "on call" or "as needed" services requested by the City shall be paid at the rates identified in Exhibit B-Rate and Cost Sheet.

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Avenu Insights & Analytics, LLC ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 5860 Trinity Parkway, Suite 120, Centerville, VA 20120

3. TERM OF AGREEMENT: From October 1, 2023 to September 30, 2026

3.1 Time is of the essence in this Agreement.

3.2 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 20 of this Agreement.

3.3 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the CONSULTANT/Professional Services Agreement.

3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$570,000.00 for the term (from October 1, 2023 to September 30, 2026) of the Agreement.

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Kathleen Mallory	Name: Rachelle Arizmendi
Title: Planning & Sustainability Manager	Title: Account Executive
Phone: 805-385- 8370	Phone: 213-200-6376
Email: Kathleen.mallory@oxnard.org	Email: rachelle.arizmendi@avenuinsights.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
214 South C Street, Oxnard, CA 93030	5860 Trinity Parkway, Suite 120, Centreville, VA 20120

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the CONSULTANT, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 CONSULTANT shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. CONSULTANT'S SERVICES.

8.1 CONSULTANT shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. CONSULTANT hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) days after receipt of such invoice, notify the CONSULTANT of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. CONSULTANT shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: ComDevAP@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to CONSULTANT by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 CONSULTANT's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by CONSULTANT and its employees, agents and Subcontracted CONSULTANTS.

10.4 CONSULTANT shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by CONSULTANT or materials or products provided to CITY by CONSULTANT, CONSULTANT shall pay the sales tax. CITY shall not reimburse CONSULTANT for sales taxes paid by CONSULTANT.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2 and 3.3, this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon thirty (30) calendar days' prior written notice pursuant to Section 31 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then thirty (30) calendar days from the date of the notice. CITY shall be liable to CONSULTANT only for work done by CONSULTANT up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONSULTANT need be compensated only to the extent required by law. CONSULTANT may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' prior written notice.

14. INDEPENDENT CONTRACTOR

CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its employees or agents shall have control over the conduct of CONSULTANT or any of its employees, except as stated in this Agreement. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting CONSULTANT. This Agreement shall not be interpreted to prevent or preclude CONSULTANT from rendering any services for CONSULTANT's own account or to any other person or entity as CONSULTANT in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the CONSULTANT shall perform for the CITY. The CITY retains the right to provide general instructions to and observe the CONSULTANT in the performance of all services done on behalf of the CITY.

CONSULTANT and its employees and agents have no authority, express or implied, to act on behalf of CITY in any capacity, to incur any debt, obligation or liability on behalf of CITY, bind CITY in any manner, or otherwise act on behalf of CITY as an agent. CONSULTANT and its employees are not employees of CITY. CONSULTANT and its employees are not entitled to receive from CITY any of the benefits or rights afforded employees of CITY, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. LAWFUL PERFORMANCE.

CONSULTANT shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

CONSULTANT shall not perform any services for the CITY when the CONSULTANT is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONSULTANT's work by CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONSULTANT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. CONSULTANT shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONSULTANT shall, upon completion of all work or termination of this Agreement, submit to the CITY all information developed in the course of the CONSULTANT's services. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONSULTANT by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. CONSULTANT may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for CONSULTANT to perform its obligations pursuant to this Agreement. If CONSULTANT is granted such access to confidential information, CONSULTANT shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

17.6. Disclosure of Information. CONSULTANT shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the professional services of CONSULTANT. Any attempt by CONSULTANT to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONSULTANT's services pursuant to this Agreement shall be provided by the CONSULTANT's Designated Representative or directly under his/her supervision, and CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative, which consent shall not be unreasonably withheld.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching

Party. The Party charged with breach will have thirty (30) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within thirty (30) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's willful misconduct or negligent performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including

but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The provisions of this Subsection 23.2 apply only in the event that CONSULTANT is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, CONSULTANT's duty to indemnify, hold harmless, and defend the Indemnitees shall be limited to the extent that any claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

23.3.2 In no event shall the costs of defense charged to CONSULTANT exceed the CONSULTANT's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection 23.2 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's

subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. CONFLICT OF INTEREST

CONSULTANT covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement. CONSULTANT further covenants that in the performance of services under this Agreement, no officer, employee or agent of CONSULTANT having such interest shall be employed by it. In the event the CITY determines that CONSULTANT must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, CONSULTANT shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by CONSULTANT may result in termination of this Agreement by the CITY.

28. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONSULTANT. The decision of the CITY's Designated Representative shall be final and conclusive unless CONSULTANT requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

29. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in

mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

30. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by CONSULTANT in preparing its billings to CITY as a condition precedent to any payment to CONSULTANT; or for other purposes relating to the Agreement. CONSULTANT will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit CONSULTANT for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, CONSULTANT shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. CONSULTANT shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. CONSULTANT shall include a copy of this Section in all contracts with its subcontractors, and CONSULTANT shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

31. ADVERTISING AND PUBLICITY

CONSULTANT shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the CITY Manager. This Section shall survive the termination of this Agreement.

32. NONDISCRIMINATORY EMPLOYMENT.

CONSULTANT shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. CONSULTANT understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, CONSULTANT shall be responsible for such subcontractor's compliance with this Section.

33. FORCE MAJEURE.

Neither the CONSULTANT nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, pandemics, riots, or demands or requirements of governmental agencies other than the CITY.

34. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

35. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

36. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

37. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

38. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

39. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor

enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

40. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

41. CAPTIONS AND HEADINGS.

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

42. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

CONSULTANT

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²



Paul Colangelo, CEO 9/12/23
Date



James Barkman, CFO³ 9/14/23
Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Avenu Insights & Analytics, LLC)

SCOPE OF SERVICES

Cannabis Financial Audit Services

At the request of the City's Project Manager, for each licensed cannabis business within the City, in accordance with Oxnard City Code requirements (Chapter 11 - Section: 11-476 and SEC. 11-414), Consultant will:

- Conduct an annual (one (1) time per year) financial audit of the businesses gross sales. The financial audit shall include an evaluation of each commercial cannabis business assets and liabilities.
 - Verify quarterly tax payments reported for each cannabis business to determine if deficiencies exist between tax reporting provided to the City versus tax reporting provided to the State of California, Department of Tax and Fee Administration (CDTFA).
 - Verify that each business is in compliance with the City's cannabis community benefits agreement which requires payment of 1% of the businesses gross revenues on an annual basis.
- The audit shall include the number of sales by the commercial cannabis business during the preceding 12-month period (provided on a per-month basis).
 - Consultant will attend (virtually) quarterly meetings with City staff to discuss data, revenues, and analytical reports.
 - Consultant shall prepare a report per business verifying the ownership associated with each commercial cannabis business and anyone owning or holding an interest in the commercial cannabis business. This is separate from all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business.
 - Consultant will review reporting provided to the CDTFA and determine adequacy and verification that the City is receiving the tax revenue required in accordance with the city's tax resolution.

Work Plan

In performing the financial audit services, Consultant will:

- Attend an Informational Kickoff meeting to meet with City staff to review and discuss potential audit candidates, audit approach and establish a mutually agreeable project timeline.
- Begin the audit process

- Meet with City staff on audit activities and findings, including, but not limited to:
 - Unexpected delays resulting from the business entity response or other causes
 - Significant errors or issues identified during the audit process
 - Cooperation issues with the business entity
- Meet with City staff to present the draft report for each business
- Prepare the final audit report, which will include information about each business, those in compliance, those not in compliance, and recommendations for corrective actions
- Present the audit summary – a written report with recommendations on possible administrative, technical and/or regulatory policy modifications that may improve future compliance

Commercial Cannabis Business Audit Approach

Consultant will conduct initial expedited analytical evaluations before starting a complete verification of the business operations, which will determine extent and depth of the full examination. The audit analysis can include, but is not limited to the following tasks:

1. Review of applicable provisions of the City's municipal code and resolutions adopted by the City.
2. Review business records filed with the City such as applications, operating agreements, compliance documents and tax returns.
3. Initiate communication with businesses to establish appropriate business contacts, Point of Sales systems (POS), product inventory and tracking systems, accounting data systems, physical operation procedures and methodology.
4. Examination of business operations and financial data to verify the accuracy of reported tax returns and compliance with city regulatory and administrative policies.
5. Prepare a draft audit report for each business entity, which will identify any tax deficiencies with a summary explaining how the error was established and suggestions on a resolution to ensure future compliance.
6. The draft report will first be discussed with City staff and then presented to the business entity, which will be provided an appropriate amount of time to review the audit report and respond to any audit findings.
7. Prepare a final audit report summarizing the findings, which will include information about the specific aspects of the business that were in compliance, those that were not in compliance, and recommendations for corrective actions. If relevant, Consultant will also include areas for continued monitoring.
8. Prepare an audit summary report upon completion of all the initial audits, which will provide recommendations to the City on possible administrative, technical and/or regulatory policy modification that may be considered to improve compliance with City operating and reporting requirements.

Audit Timeline

Per audit, Consultant estimates 20 hours total for proposed oversight fixed hours (Tasks 1, 6 & 8) and 30 hours for proposed annual audit hours for each business (Tasks 2, 3, 4, 5 & 7). The project duration is estimated at 60 days from obtaining access to the business data.

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Avenu Insights & Analytics, LLC)**

SCHEDULE OF COMPENSATION

Consultant will perform cannabis financial audit services at a rate of \$150 per hour, with a not to exceed cost of \$7,500 per audit.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Avenu Insights & Analytics, LLC)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "CONSULTANT") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;
 - b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____	
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
NAMED INSURED			
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Avenu Insights & Analytics, LLC)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard CONSULTANT/Professional services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Avenu Insights & Analytics, LLC)

PREVAILING WAGE

1. CONSULTANT acknowledges that the Project defined in the Agreement between CONSULTANT and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. CONSULTANT shall perform the Project as a public work. CONSULTANT shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. CONSULTANT acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and CONSULTANT shall post such rates at each job site covered by this Agreement.
3. CONSULTANT is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. CONSULTANT shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. CONSULTANT shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by CONSULTANT or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. CONSULTANT shall comply with Labor Code Section 1776, which requires CONSULTANT and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. CONSULTANT shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, CONSULTANT shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, CONSULTANT

and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. CONSULTANT may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, CONSULTANT must immediately notify CITY.

8. CONSULTANT is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. CONSULTANT shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. CONSULTANT acknowledges that 8 hours labor constitutes a legal day's work. CONSULTANT shall comply with and be bound by Labor Code Section 1810.

10. CONSULTANT shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by CONSULTANT's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. CONSULTANT shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. CONSULTANT shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. CONSULTANT shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, CONSULTANT shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, CONSULTANT shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including CONSULTANT, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of CONSULTANT under this Section shall survive Agreement termination.

Commercial Cannabis Financial Auditing Services Agreement with Avenu Insights & Analytics, LLC

Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

Finance & Governance Committee
October 24, 2023

- Oxnard City Code (OCC) allows the following cannabis uses:
 - Retail dispensaries (16 licenses);
 - Manufacturing (8 licenses);
 - Distribution (3 licenses); and
 - Testing laboratories (1 license).
- OCC requires after one year of operation, all commercial cannabis businesses will be subject to an annual financial audit.
- Financial audit required to be prepared by an independent certified public accountant, procured by the cannabis applicant, and submitted to the City for review and approval.

- City does not have technical expertise to audit cannabis business. February 2023, City issued Request for Proposals (RFP) for cannabis auditing services.
- City received seven (7) proposals. Based on criteria within RFP, three (3) firms were interviewed by staff.
- Avenu was selected as the most qualified to perform the work due to their overall experience providing cannabis financial auditing services to other municipal organizations.

- Scope associated with the cannabis audits will include:
 - Verification of tax payments reported by the cannabis businesses to the City and the California Department of Tax and Fee Administration (CDTFA);
 - Verification of the annual community benefits payment;
 - Verification of the ownership; and
 - Evaluation of assets and liabilities.

- June 20, 2023, City Council approved a compliance fee study to cover the cost of the audit (Ordinance No.3029), which included the cannabis permit renewal fee.
- Each cannabis business responsible for paying the City's cost to procure the review of the cannabis financial audit, plus the City's 15% administrative fee.
- Financial audit fee will be submitted when the applicant renews their commercial cannabis business permit/annually.
- Renewal process includes steps to secure approval of an audit post renewal of cannabis permit.

- City negotiated the contract term with Avenu to lock the cost for a 3-year term (with an option for two 1-year extensions/lock for 5-years) = fixed cost \$7,500 per audit, plus 15% City admin. processing fee.
- Not to exceed total contract amount of \$570,000.
- Contract maximum was established understanding that cannabis program/business openings would gradually increase over the next five years; and not exceed the number of cannabis businesses allowed under the OCC.

- City staff will continue to evaluate cannabis program, including audit outcomes; it is possible changes to financial audit frequency may occur in the future.
- City continues to evaluate the cannabis program; developing ways to streamline the process, and facilitate business development.
- Potential OCC changes, including changes in the frequency of the financial audit, would occur through an amendment to the OCC.

- Estimated cost of the contract over five years (including an option for two 1-year extensions) and the corresponding revenue is as follows:

Fiscal Year	Estimated Cost	Estimated Revenue (Inc. 15% Admin Fee)
FY 2024	\$22,500	\$22,838
FY 2025	\$82,500	\$83,738
FY 2026	\$120,000	\$121,800
FY 2027	\$172,500	\$175,088
FY 2028	\$172,500	\$175,088

- There is sufficient FY2023-24 funding available from the existing Community Development (CD) operating budget.
- Future year funding, and anticipated revenue will be included in the recommended CD budget request per fiscal year.

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to execute a 3- year agreement (Agreement No. 3240018) with Avenu Insights & Analytics, LLC. (“Avenu”), in an amount not to exceed \$570,000 for commercial cannabis financial auditing services.



Questions?



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: October 24, 2023

TO: Finance & Governance Committee

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Revision to the Planning Commission Rules and Procedures (Bylaws) (10 minutes)

RECOMMENDATION

That the Finance & Governance Committee recommend that the City Council approve the Planning Commission's proposed revisions to the Planning Commission Rules and Procedures (Bylaws) with staff's recommended changes.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/YVkeAQpMUrE>

BACKGROUND

The Planning Commission Bylaws establish the Rules and Procedures for the Planning Commission, including, but not limited to, the purpose of the organization, who are its members, how officers are elected and resign, how meetings are conducted, communication protocols, and rules of conduct. The Planning Commission has the ability to change their Bylaws provided that the Bylaws are consistent with the Planning Commission's Duties as outlined within the current Bylaws. Section XIV of the current Bylaws state: *"The rules and procedures may be amended at any regular meeting of the Commission by a majority of the members of the Commission, provided that the amendment has been submitted in writing at a previous meeting."* The Planning Commission's Rules and Procedures (Bylaws) were last revised and adopted on July 18, 2019 (Planning Commission Resolution No. 2019-23 (Attachment 1)) to change the start time of the meeting from 7:00pm to 6:00pm.

On April 15, 2021, the Planning Commission requested a Study Session to review the Planning Commission Rules and Procedures regarding the role of "Subcommittees," "Amendment of Rules and Procedures" in the and other general revisions.

The Rules and Procedures (Bylaws) Subcommittee was created by the Planning Commission on May 20, 2021. The subcommittee met five times between the Planning Commission meetings starting June 3, 2021, through August 5, 2021.

On August 5, 2021, the subcommittee moved to approve a resolution recommending the Planning Commission adoption of revised Bylaws. On August 19, 2021, the Planning Commission voted 6-0, with one commissioner absent to approve Resolution 2021-21, establishing the revised Bylaws, subject to approval by the City Council.

Following approval by the Planning Commission, the Bylaws were reviewed by the City of Oxnard Attorney's

Office. As a result of that review, staff recommends minor changes to address minor clean ups and possible conflict with other legal requirements. The redlines of these changes are provided in Attachment 3.

Because the Planning Commission Bylaws have specific references to Robert's Rules of Order, staff did not bring the Planning Commission Bylaws for consideration by the Finance and Governance Committee until after the Court of Appeals issued its ruling on Measure M (which mandated the City use Robert's Rule of Order) on February 17, 2023 and after the California Supreme Court declined to review the Court of Appeals' decision regarding Measure M on April 26, 2023.

ANALYSIS/DISCUSSION

The proposed Bylaws, which are provided in Attachment 2, are a comprehensive update intended to reflect best practices and procedures of the Planning Commission, including those imposed by Measure M. The update also reorganizes the Bylaws into a more formalized layout. As a result, the changes cannot be shown line by line. Therefore, staff has summarized the primary changes by "Rule":

1. RULE 1 - TITLE

This new section was added to establish the official title of the Commission as the "Planning Commission of the City of Oxnard, California".

2. RULE 2 -PREFACE

This new section was added to establish the purpose and intent of the proposed Bylaws. However, as shown in Attachment 3, after further review by the City Attorney's Office, staff is recommending minor changes to provide clarity of scope and be consistent with City language in other documents.

3. RULE 3 - GENERAL PROVISIONS

This section was relocated from Section 1 of the current Bylaws. The proposed Bylaws adds the requirement that in addition to the Bylaws, each new Commission receive a copy of Robert's Rules of Order, Newly Revised, and training on the Ralph M. Brown Act. The section also adds the language that the Planning Commission adopts the Bylaws to govern the conduct of its meetings. All other requirements are consistent with the current Bylaws.

4. RULE 4 - MEETINGS

This section was relocated from Section 2 of the current Bylaws. The proposed Bylaws formalizes the requirement to approve an annual calendar in the prior year. It also adds the requirements of the City's Sunshine Ordinance, which requires that the legislative body and public shall have the agenda and attachments available 7 days before the regular meeting. All other requirements are consistent with the current Bylaws.

5. RULE 5 - MEETINGS AND HEARING PROCEDURES

This section incorporates both existing language from sections 3 and 4 of the current Bylaws, as well as new language.

- Section A has been added to address the general requirements for each public hearing, including who is responsible for presiding over the meeting and accessibility of meetings in person and virtually.
- Section B establishes that a quorum consists of four commissioners, consistent with the current Bylaws. However, the proposed Bylaws add new procedures for what to do in the absence of a quorum due to absences. The proposed Bylaws also add procedural requirements for establishing a quorum when the absence of a quorum is a result of abstentions due to conflicts of interest. However, as shown in Attachment 3, after further review by the City Attorney's Office, staff is

recommending one change to clarify all members must be present to trigger the procedures for re-establishing a quorum.

- Section C is consistent with the requirements of the current Bylaws.
- Section D incorporates the standard public meeting procedures, including rules for public comments, such as incorporating the three (3) minute minimum time limit as required by Measure M.
- Section E is consistent with the current Bylaws but has been revised to clarify that the approval of minutes shall occur under the consent agenda.
- Section F has been added to provide rules and procedures for Ex Parte Declarations for Public Hearings.
- Sections G, H, I and J are consistent with the current Bylaws.
- Section K has been revised to change the adjournment time from 11:00 p.m. to 10:00 p.m. unless extended by two-thirds of the Planning Commission present and eligible. This is consistent with City Council procedures.

6. RULE 6 - CONDUCT OF PUBLIC HEARING

This section was relocated from section 5 of the current Bylaws. The purpose section was added to reflect the goals and purpose of the Planning Commission, as it relates to creating an open and public meeting. Paragraph two of section B was added to allow for those making a threat of violence to be referred to the Oxnard Police Department. Section C has been updated to incorporate current practices. The primary changes include allowing for a 15-minute presentation by applicant teams and allowing for both the staff and applicants to respond to public testimony. Sections D, E, and F are consistent with the current Bylaws. However, as shown in Attachment 3, after further review by the City Attorney's Office, staff is recommending the removal of those restrictions due to concerns over potential conflicts with the Brown Act.

7. RULE 7 - COMMUNICATIONS AND REPORTS OF THE COMMISSION

This section was relocated from Section 6 of the current Bylaws. Section A is consistent with the current Bylaws. Section B was revised to add limitations on font size, spacing, and page limits on written materials submitted for public comment. However, as shown in Attachment 3, after further review by the City Attorney's Office, staff is recommending the removal of those restrictions due to concerns over potential conflicts with the Brown Act.

8. RULE 8 - ELECTION AND DUTIES OF OFFICERS

This section was relocated from Section 7 of the current Bylaws. The section has been revised to include rules and procedures for the election of Chair and Vice-Chair. The section also has been revised to include procedures for unanticipated vacancies to allow for the Planning Commission to vote in a replacement, who would serve until the next regular election. Language has also been added to establish protocols for what to do in the event both the Chair and Vice-Chair are absent. Pursuant to the new rules the immediate past chair shall preside at the meeting. If the immediate past chair is not present, the most senior member of the Commission shall perform the duties of the Chair. Lastly, procedures for the removal of an elected officer by at least a two-thirds vote of the Planning Commission when all members are present.

9. RULE 9 - SEATING ARRANGEMENT

This section was relocated from Section 12 of the current Bylaws. The section is generally consistent with the current Bylaws but have been revised to base the seating arrangement for all members except for the Chair and Vice-Chair to be based on Seniority.

10. RULE 10 - RESTRICTION ON REPRESENTATION

This section was relocated from Section 8 of the current Bylaws. This section is consistent with the current Bylaws.

11. RULE 11 - CONDUCT OF COMMISSION MEMBERS

This new section was added to establish the expectations for the decorum of the Planning Commission and require that they are familiar with the Parliamentary Procedures.

12. RULE 12 - RECORD OF MEETINGS

This section was relocated from Section 9 of the current Bylaws. This section is consistent with the current Bylaws.

13. RULE 13 - SUBCOMMITTEES

This section was relocated from Section 10 of the current Bylaws. This section has been revised to require that the subcommittee have a minimum of 2 members and clarify that the Subcommittee is still subject to the Planning Commission and subject to the commission's authority, direction, and rules.

14. RULE 14 - PARLIAMENTARY PROCEDURE

This section was relocated from Section 11 of the current Bylaws. This section is consistent with the current Bylaws.

15. RULE 15 - RESIGNATION

This section was relocated from Section 13 of the current Bylaws. This section is consistent with the current Bylaws.

16. RULE 16 - ADOPTION AND AMENDMENT OF RULES AND PROCEDURES

This section was relocated from Section 14 of the current Bylaws. This section is revised to include the requirement that upon adoption or amendment of the Bylaws by the Planning Commission the Bylaws shall be presented to the City Council for adoption.

Subsequent Staff Changes to the Bylaws

Following approval by the Planning Commission, the Bylaws were reviewed by the City of Oxnard Attorney's Office. As a result of that review, staff is recommending minor changes to Rules 2, 5, 6, and 7 to address minor clean ups and possible conflict with other legal requirements, such as the Brown Act. The redlines of these changes are provided in Attachment 3. As shown many of the changes are minor changes in nature and do not alter the substance of the proposed Bylaws. Two changes that do result in substantive changes are in Rule 6.B.1 and Rule 7.B.1.

Under Rule 6.B.1, staff recommends the following change:

"No member of the public shall engage in conduct that disrupts, disturbs, or impedes the Commission meeting's orderly conduct. Such behavior may include making loud, threatening, abusive, personal, impertinent, or profane remarks. The Chair or a majority of the Commission present members may order any person who engages in such to be silent. If such an order is given, such person ~~shall~~ may be barred from further communication with the Commission during that meeting or be required to leave the meeting room."

Under Rule 7.B.1, staff is recommending the following change:

1. *"The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent ~~shall~~ is requested to provide fifteen copies, no larger than page size 11x17 of all written material for members, the recording secretary, staff, file, and the public ~~with the below specifications:~~*

a. ~~Font Size: Minimum 12-point font.~~

b. ~~Spacing: Single~~

e. Page Limitation (double-sided equivalent):

i. 3 days prior to meeting by 5:00 P.M.: 5 pages maximum, including exhibits

ii. Between 3 days prior to meeting at 5:00 P.M. to the meeting: 1 page maximum, including exhibits”

Both of these edits are requested to address the potential conflicts with the Brown Act, as it has the potential to limit the public's ability to participate in the public process before the Planning Commission.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact associated with the approval of the Planning Commission Bylaws.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Current Bylaws Approved July 18, 2019
2. Proposed Bylaws Recommended by Planning Commission August 19, 2021
3. Proposed Bylaws with Staff Recommendations
4. Presentation

RESOLUTION NO. 2019-23 (Revised 7.18.2019)

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF OXNARD ESTABLISHING RULES AND PROCEDURES FOR
THE CONDUCT OF MEETINGS

The Planning Commission of the City of Oxnard ("Commission") resolves to adopt the following rules and procedures to govern the conduct of its meetings:

I. RECEIPT OF RULES AND PROCEDURES

Upon appointment, each member of the Commission shall receive a copy of these rules and procedures.

II. MEETINGS

A. Regular Meetings

Regular meetings of the Commission shall be held twice a month on the first and third Thursday of each month. The regular meetings shall commence at ~~7:00 p.m.~~ **6:00 p.m.** in the City Council Chambers.

B. Agenda Review Meetings

Prior to a regularly scheduled meeting, the Commission may convene an agenda review meeting. The purpose of this meeting is for the Commission to review those matters on the regular meeting agenda and for the members of the Commission to ask questions of staff and indicate to staff what additional information would be helpful to the Commission in considering an agenda item.

C. Special Meetings

Special meetings of the Commission may be called by the chair or a majority of the members of the Commission in accordance with the requirements of the Ralph M. Brown Act.

D. Brown Act

All meetings of the Commission shall be governed by the Ralph M. Brown Act.

III. QUORUM/VOTING REQUIREMENTS

A. A quorum of the Commission shall be four members. A quorum shall be present in order for the Commission to conduct business.

B. Unless otherwise specified by State law, an affirmative vote of a majority of the members present and eligible to vote shall be required to adopt a resolution including, but not limited to:

1. Approval or denial of a:
 - a. Adoption of mitigated negative declaration or a negative declaration
 - b. Certification of an environmental impact report
 - c. Special use permit
 - d. Planned development permit
 - e. Development plan
 - f. Variance
 - g. Coastal development permit
 - h. Major modification to an existing permit
2. Recommendation for approval or denial of a:
 - a. Zone change
 - b. Tentative map
 - c. Development agreement
 - d. Resolution of intention for an annexation or zone change

C. No Proxy

Absent members may not vote by proxy on any item before the Commission at any meeting.

D. Failure of Item

If any item fails to receive the number of votes required by subsection IIIB above, this failure shall constitute denial or recommendation for denial of the item under consideration.

IV. ORGANIZATION OF COMMISSION AGENDAS

A. Agenda Format

The Commission's regular meeting agenda shall be organized in accordance with and contain the headings listed in this section.

B. Preliminary Matters

The agenda of each meeting of the Commission shall include appropriate preliminary items, such as "Roll Call," and "Pledge of Allegiance."

C. Public Comments

1. The agenda of each meeting of the Commission shall include an item entitled "Public Comments."
2. When the chair calls the public comments during a regular meeting,

members of the public may address the Commission on matters that are within the subject matter jurisdiction of the Commission and that do not appear on the agenda as public hearing items.

3. When the chair calls the public comments item during a special meeting, members of the public may address the Commission only on matters that are on the agenda for the special meeting.
4. Each member of the public speaking on the public comments item shall be limited to three minutes, unless additional time is granted by the chair or a majority of the Commission.

D. Reading of Agenda

1. Staff shall announce the matters that are on the agenda and, for each matter, state whether the matter is ready to be heard or if other action is requested.
2. Any member of the Commission may move that a matter be continued. Upon receiving a second, such motion shall be considered and voted upon.
3. The chair may at any time re-order the agenda without a vote of the Commission. Any member of the Commission may move that the agenda be re-ordered. Upon receiving a second, such motion shall be considered and voted upon. If such motion passes, the chair may not re-order the agenda in a manner contrary to such motion.

E. Approval of Minutes

Minutes of previous meetings shall be approved at a subsequent Commission meeting. Members not present at a meeting for which minutes are being considered may choose, at their discretion, to participate or abstain from the approval of those minutes.

F. Consent Agenda

1. The consent portion of the agenda shall include minor or routine items, whether continued public hearings, new public hearings, requests for resolutions of intention, or other matters.
2.
 - a. When the consent portion of the agenda is called, the chair shall ask the members if they have questions or if discussion is required. Staff may respond to routine questions from members of the Commission concerning items on the consent agenda. If there are substantial questions by members of the Commission, an item may be removed from the consent agenda and considered separately.
 - b. If there are public hearing items on the consent agenda, the chair

shall open a single public hearing for all such items. The chair shall not open individual public hearings for each item or permit consideration of each matter individually unless the item is removed from the consent agenda.

- c. Any member of the Commission may move that a matter on the consent agenda be removed from the consent agenda and be considered separately under either continued public hearings or new public hearings. Upon receiving a second, this motion shall be voted upon without discussion.

- 3. The Commission may act on the consent agenda by one motion and a second and a roll call vote.

G. Continued Public Hearings

If not heard on the consent agenda, a continued public hearing shall be resumed at the point of the public hearing at which such matter was continued. If the public testimony portion of the public hearing had been closed, public testimony may be reopened upon a motion and second that is then approved by a vote of the Commission.

H. New Public Hearings

New public hearings shall be conducted in accord with the subsection V(C), below.

I. Reports; Study Sessions

Staff may present reports to the Commission on items that do not require a public hearing or schedule study sessions to solicit the Commission's input on matters within the Commission's jurisdiction.

J. Planning Commission Business

In addition to considering any matter that is listed on the agenda under this heading, any member of the Commission may:

- 1. Make a brief announcement;
- 2. Briefly report on his or her own activities; or
- 3. Move that a matter be placed on a future agenda for consideration by the Commission.

K. Planning Manager Comments

In addition to presenting any matter that is listed on the agenda under this heading,

the Planning Manager may make a brief report on upcoming activities of the Commission or public events.

L. Adjournment

1. Commission meetings shall adjourn by 11:00 p.m. unless extended as set forth in the next subsection.
2. If a motion to extend the meeting after 11:00 p.m. is passed by at least two-thirds of the members of the Commission who are present and eligible to vote upon such motion, the Commission may hear and consider any matter on the agenda after 11:00 p.m.

V. CONDUCT OF MEETINGS

A. Disruptive Public Speakers

No member of the public shall engage in conduct that disrupts, disturbs or impedes the orderly conduct of the Commission meeting. Such conduct may include making loud, threatening, abusive, personal, impertinent or profane remarks. The chair or a majority of the members of the Commission present may order any person who engages in such to be silent. If such an order is given, such person shall be barred from further communication with the Commission during that meeting or be required to leave the meeting room.

B. No Action

The Commission shall not take action on any item not appearing on the agenda unless the action is authorized by the Ralph M. Brown Act.

C. Public Hearings

1. Order of presentation

Unless otherwise directed by the chair, the order of presentation of evidence or testimony, oral and written, on any public hearing item shall be as follows:

- a. Chair opens the public hearing.
- b. Staff makes a brief presentation, including summary of the item, an analysis of the issues and a recommendation.
- c. Members question staff and raise any new issues.
- d. If present, applicant may make a presentation and shall be available for questions from the Commission. Commission may proceed whether or not applicant is present.
- e. Members question applicant.
- f. Chair invites public testimony.
- g. Applicant responds to public testimony.

- h. Chair closes hearing to public testimony.
- i. Summation by staff, upon request by chair.
- j. Members deliberate on the item.
- k. Members vote on the item.

2. Oral Testimony

All oral testimony received at meetings of the Commission shall be directed to the chair. All oral testimony from one person shall be limited to three minutes, provided, however, that the chair may grant additional time to an applicant, an appellant, a staff member, a consultant to the City, a representative of a neighborhood council, or a representative of another public agency.

3. Debate and Questions

The chair shall not allow debate among members of the public. Any person wishing to direct a question to another person shall submit such question to the chair, who may, at his or her discretion, ask the question. The chair may prohibit a member of the public from speaking on an issue more than once during any hearing.

4. Rules of Evidence

Public hearings held by Commission need not be conducted according to the rules of evidence contained in the California Evidence Code. The following rules of evidence shall apply:

- a. The Commission may consider any evidence that is the sort of evidence that responsible persons are accustomed to rely upon in the conduct of serious affairs.
- b. All evidence shall be directly related to the item under consideration.
- c. Persons testifying before the Commission shall be encouraged to submit their testimony and comments in writing for the record.

VI. COMMUNICATIONS AND REPORTS TO THE COMMISSION

A. Information Provided by Staff

- 1. Customarily, staff reports and other information related to a regular meeting shall be provided to the Commission on the Monday preceding a Thursday meeting.
- 2. Staff may provide the Commission with supplemental information closer to the time of or at a meeting and the agenda item need not be continued.

3. As provided in Government Code section 54957.5, agendas, staff reports, supplemental information and other writings distributed to all, or a majority, of the members of the Commission in connection with a matter subject to discussion or consideration at a Commission meeting shall be made available for public inspection or copying without delay, unless such writings are exempt by law from public disclosure.

B. Written Communications from the Public

1. The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent shall provide fifteen copies of all written material for members, the recording secretary, staff, file, and the public.
2. The Commission shall refer to staff all such written communications, including e-mails, regarding a subject or matter not appearing on the agenda.

VII. ELECTION AND DUTIES OF OFFICERS

- A. During the first regular meeting of the Commission held in every calendar year or during the first regular meeting after appointment of the members of the Commission by the City Council, the members of the Commission shall elect one member as chair and another as vice-chair, to serve for one year or until a successor is appointed, unless either is earlier removed from such positions by majority vote of the members of the Commission or by the City Council.

B. Duties and Responsibilities of Officers

1. The chair shall:
 - a. Preside at all meetings and conduct the meetings as specified herein.
 - b. Re-order the agenda as necessary.
 - c. Represent the Commission at meetings of the City Council, other public agencies and at civic events. The chair shall not purport to represent or speak on behalf of the Commission at such meetings or events without obtaining the consent of the Commission in the form of a motion passed at a regular or special meeting of the Commission.
 - d. Sign resolutions adopted by the Commission and verify the accuracy of the contents.
 - e. Call special meetings.

2. In the absence of the chair, the vice-chair shall perform the duties of the chair.
3. In the absence of both the chair and vice-chair, the immediate past chair shall preside at the meeting.

VIII. RESTRICTION ON REPRESENTATION

No member shall purport to represent or speak on behalf of the Commission without obtaining the consent of the Commission in the form of a motion passed at a regular or special meeting of the Commission.

IX. RECORD OF MEETINGS

- A. A minute record of all proceedings before the Commission shall be prepared and preserved by staff.
- B. Minutes shall be prepared in the form and format prescribed by the City Council for citizen advisory groups.
- C. All reports and written communications directed to the Commission shall be made a part of the permanent record of the Commission.
- D. All motions considered by the Commission shall be recorded whether they pass or fail.
- E. Members of the Commission wishing to have specific comments regarding an item reflected in the minutes and preserved for the record shall state, prior to making the comment, that the comment is "for the record."
- F. Draft minutes of meetings shall be presented by the recording secretary to the Commission for correction and approval as soon as practical.

X. SUBCOMMITTEES

With the approval of a majority of the members of the Commission, the chair may appoint members of the Commission to subcommittees for the purpose of making recommendations to the full Commission on land use policy matters or such other matters as the chair may deem appropriate.

XI. PARLIAMENTARY PROCEDURE

In conducting meetings, the chair shall be guided by, but is not required to strictly adhere to, Robert's Rules of Order, Newly Revised.

XII. SEATING ARRANGEMENT

The seating arrangement for the Commission shall be as follows:

- A. The chair shall be seated in the middle of the dais. The vice-chair shall sit immediately to the chair's right.
- B. After the election of officers, the outgoing chair shall be seated at the outside seat on the side where a vacancy is created due to the election of a new chair and vice-chair.
- C. When a member of the Commission leaves the Commission, the members on the side where the former member was seated, move toward the chair and the newly appointed member is seated at the last chair on that side.

XIII. RESIGNATION

Any member of the Commission desiring to resign from the Commission shall submit a written resignation to the City Clerk.

XIV. AMENDMENT OF RULES AND PROCEDURES

These rules and procedures may be amended at any regular meeting of the Commission by a majority of the members of the Commission, provided that the amendment has been submitted in writing at a previous meeting.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of July, 2019:



Deidre Frank, Chairman

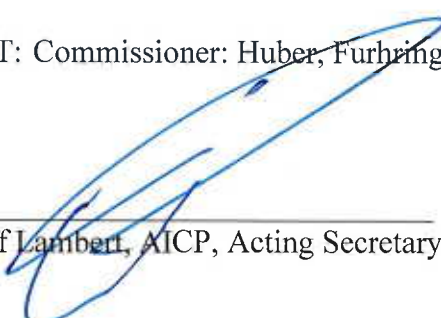
I hereby certify that the foregoing is a true copy of the Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of July 2019 and carried by the following vote:

AYES: Commissioners: Meyer, Sanchez, Dozier, Vice Chair Chua, Chair Frank

NOES: Commissioner:

ABSENT: Commissioner: Huber, Furhring

ATTEST:



Jeff Lambert, AICP, Acting Secretary

RESOLUTION NO. 2021-21 (Revised 8.19.2021)

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY
OF OXNARD ESTABLISHING RULES AND PROCEDURES FOR
THE CONDUCT OF MEETINGS

To adopt rules and procedures of the Planning Commission pursuant to Section A of Rule XIV of these Commission rules in the City of Oxnard.

Resolved that the Rules and Procedures of the Planning Commission of the City of Oxnard shall be:

RULE 1

TITLE

- A. The official title of this Commission shall be "Planning Commission of the City of Oxnard, California".

RULE 2

PREFACE

- A. The Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall not be inconsistent with the laws of the State of California or with the ordinances, resolutions, or regulations of the City of Oxnard. These rules and procedures are prepared to serve this purpose.

The City Council of the City of Oxnard established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. These rules and procedures are intended to assist and be used by the Planning Commission in performing its duties and conducting its meetings. If a conflict arises between these rules and procedures and the City of Oxnard Municipal Code, the Code shall control.

RULE 3

GENERAL PROVISIONS

- A. The Planning Commission of the City of Oxnard (hereinafter in these rules referred to as the "Commission") adopts the following rules and procedures to govern the conduct of its meetings.
- B. Upon appointment:
 - 1. Each member of the Commission shall receive a copy of these rules and procedures, and upon amendment.

2. Each member shall receive a copy of the Robert's Rules of Order, Newly Revised.
3. Each member shall receive training on the Ralph M. Brown Act.

RULE 4

MEETINGS

- A. Calling of Meetings
 1. The Commission shall regularly meet on the first and third Thursday of each month. The regular meeting shall commence at 6:00 p.m. in the City Council Chambers, and as may be allowed by State law.
 2. The Commission shall approve an annual calendar in the prior year.
 3. Special meetings shall be called and convened by the Chair or majority of the members as provided by Rule 5.
 4. The Ralph M. Brown Act shall govern all meetings of the Commission.
- B. Notice for Meetings
 1. The Commission meetings shall comply with Ordinance No. 2948 (Sunshine Ordinance), and the legislative body and public shall have the agenda and attachments available 7 days before the regular meeting.

RULE 5

MEETING AND HEARING PROCEDURES

- A. In general
 1. Meetings and hearings of the Commission shall be called to order and presided over by the Chair or, in the Chair's absence, by the Vice-Chair to carry out such duties.
 2. Meetings and hearings of the Commission shall be open to the public unless closed under the Commission's Counsel direction.
 3. Any meeting or hearing of the Commission that is open to the public shall be open to coverage by television broadcast, online through the city website, and YouTube channel.
 4. No person other than a member of the Commission or city staff may stand in or be seated at the Council Chambers' dais area unless the Chair determines otherwise.
- B. Quorum
 1. A quorum of the Commission shall be four members.
 2. A quorum shall be present in order for the Commission to conduct business.
 3. Absence of a quorum
 - a. In the absence of a quorum at any meeting, such meeting shall be adjourned to the next regular meeting date by the Chair, majority of members present, or staff.
 - b. A meeting may be declared adjourned for absence of a quorum after a 15-minute period has elapsed from the scheduled time of the start of the meeting.

- c. A meeting may also be declared adjourned in advance if the absence notifications received by staff provided for the absence of a quorum.
 - d. Adjournment may be declared by the Chair, Vice-Chair, or staff.
 - 4. Exception to absence of quorum because of abstentions due to a conflict of interest:
 - a. If enough Commissioners abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum.
 - b. Otherwise disqualified Commissioners shall be chosen by lot until a quorum is reached.
 - c. The Commissioners so chosen shall continue to participate in that matter until its conclusion.
- C. Voting
 - 1. No vote may be conducted on any item before the Commission unless the Commission's requisite (4) number of members is present.
 - 2. No vote by any member of the Commission on any item may be cast by proxy.
 - 3. Unless otherwise specified by State law, an affirmative vote of a majority of the members present and eligible to vote shall take action on any items.
 - 4. If any item fails to receive a majority vote, it will be considered denied or recommended for denial.
- D. Meeting procedures
 - 1. The Chair shall call the meeting to order and announce the date, time, and meeting type.
 - 2. Each Commission meeting shall include preliminary items, such as "Roll Call" and "Pledge of Allegiance."
 - 3. Each meeting shall have a time for the public to speak entitled "Public Comments on items not on the Agenda." The public will also be allowed to speak on all items listed on the agenda.
 - 4. When the Chair calls for public comments during a regular meeting, the public member may address the Commission on matters within the Commission's subject matter jurisdiction and that do not appear on the agenda as a listed item.
 - 5. When the Chair calls for public comments during a special meeting, the public member may address the Commission on matters within the Commission's subject matter jurisdiction and that only appear on the agenda as a listed item.
 - 6. Each member of the public is allowed a minimum of three (3) minutes to speak, but additional time may be granted by the Chair or majority of the members.
 - 7. The Commission shall not take action on any item not appearing on the agenda unless the action is authorized by the Ralph M. Brown Act.

E. Consent Agenda

1. This portion of the agenda shall include minor or routine items, whether previous meeting minutes, or other matters.
2. When the consent portion of the agenda is called, the Chair shall ask the members if they have questions or if a discussion is required. Staff may respond to routine inquiries from members of the Commission concerning items on the consent agenda. If there are substantial questions by members of the Commission, an item may be removed from the consent agenda and considered separately.
3. Any member of the Commission may move that a matter on the consent agenda be removed from the consent agenda and be considered separately.

F. Ex Parte Declarations for Public Hearing Items

1. Commissioners are discouraged from suggesting any change to any project to the applicant or staff before the project is considered by the Commission as a whole.
2. To ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged.
3. The below should be disclosed by the Commissioner at the Commission meeting prior to the item being considered:
 - a. Ex Parte Communications
 - b. Site Visits
 - c. Conflict of Interest
 - d. Financial Impacts

G. Continued Public Hearings

1. A continued public hearing shall be resumed at the point of the public hearing at which such matter was continued. If the public testimony portion of the public hearing had been closed, public testimony may be reopened upon a motion and second that is then approved by a vote of the Commission.

H. New Public Hearings

1. Shall be conducted as outlined in Rule 6.

I. Manager/Staff Comments

1. This portion is an opportunity for the Manager or staff to provide updates on upcoming items, past items, study sessions, and other announcements.

J. Commissioner Comments

1. During this portion of the agenda, members of the Commission may make a brief announcement, report on their activities, or request an item be placed on the agenda for future consideration.

K. Adjournment

1. Commission meetings shall adjourn by 10:00 p.m. unless extended as set forth in the next subsection.
2. If a motion to extend the meeting after 10:00 p.m. is passed by at least two-thirds of the members of the Commission who are present and eligible

to vote upon such motion, the Commission may hear and consider any matter on the agenda after 10:00 p.m.

RULE 6

CONDUCT OF PUBLIC HEARING

A. Purpose

1. The Commission is a public agency with land use planning and decision-making duties. It is the policy of the Commission to encourage free and open discussion of issues on a Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

B. Disruptive Public Speakers

1. No member of the public shall engage in conduct that disrupts, disturbs, or impedes the Commission meeting's orderly conduct. Such behavior may include making loud, threatening, abusive, personal, impertinent, or profane remarks. The Chair or a majority of the Commission present members may order any person who engages in such to be silent. If such an order is given, such person shall be barred from further communication with the Commission during that meeting or be required to leave the meeting room.
2. Any person making a verbal or written threat of violence against any commissioner, staff, or audience member shall be referred to the Oxnard Police Department for investigation of making terrorist threats and possible enforcement of a Gun Violence Restraining Order, GVRO.

C. Public Hearing Procedure

1. Unless otherwise directed by the Chair, the order of presentation of evidence or testimony, oral and written, on any public hearing item shall be as follows:
 - a. The Chair opens the public hearing.
 - b. Staff makes a brief presentation, including a summary of the item, an analysis of the issues, and a recommendation.
 - c. Introduction of applicant and participants.
 - d. If present, the applicant may make a presentation (of 15 minutes unless extended by majority vote) and shall be available for questions from the Commission. The Commission may proceed whether or not an applicant is present.
 - e. Members question both staff and applicant(s).
 - f. The Chair invites public testimony.
 - g. Staff and applicant(s) respond to public testimony.
 - h. Chair closes hearing to public testimony.
 - i. Members deliberate and vote on the item.

D. Oral Testimony

1. All oral testimony received at meetings of the Commission shall be directed to the Chair. All oral testimony from one person shall be limited to three minutes, provided, however, that the Chair may grant additional time to an applicant, an appellant, a staff member, a consultant to the City, a representative of a neighborhood council, or a representative of another public agency.

E. Debate and Questions

1. The Chair shall not allow debate among members of the public. Any person wishing to direct a question to another person shall submit such question to the Chair, who may, at his or her discretion, ask the question. The Chair may prohibit a member of the public from speaking on an issue more than once during any hearing.

F. Rules of Evidence

1. Public hearings held by the Commission need not be conducted according to the rules of evidence contained in the California Evidence Code. The following rules of evidence shall apply:
 - a. The Commission may consider any evidence that is the sort of evidence that responsible persons are accustomed to relying upon in the conduct of serious affairs.
 - b. All evidence shall be directly related to the item under consideration.
 - c. Persons testifying before the Commission shall be encouraged to submit their testimony and comments in writing for the record.

RULE 7

COMMUNICATIONS AND REPORTS OF THE COMMISSION

A. Information provided by Staff

1. Customarily, staff reports and other information related to a regular meeting shall be provided to the Commission on the Monday preceding a Thursday meeting.
2. Staff may provide the Commission with supplemental information closer to the time of or at a meeting, and the agenda item need not be continued.
3. As provided in Government Code section 54957.5, agendas, staff reports, supplemental information, and other writings distributed to all, or a majority, of the members of the Commission in connection with a matter subject to discussion or consideration at a Commission meeting shall be made available for public inspection or copying without delay, unless such writings are exempt by law from public disclosure.

B. Written Communications from the Public

1. The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent shall provide fifteen copies, no larger than page

size 11x17 of all written material for members, the recording secretary, staff, file, and the public with the below specifications:

- a. Font Size: Minimum 12-point font.
 - b. Spacing: Single
 - c. Page Limitation (double-sided equivalent):
 - i. 3 days prior to meeting by 5:00 P.M.: 5 pages maximum, including exhibits
 - ii. Between 3 days prior to meeting at 5:00 P.M. to the meeting: 1 page maximum, including exhibits
2. The Commission shall refer to staff all such written communications, including e-mails, regarding a subject or matter, not appearing on the agenda.

RULE 8

ELECTION AND DUTIES OF OFFICERS

- A. Election of the Chair and Vice-Chair
 1. Officers of the Commission shall consist of a chair and vice-chair.
 2. Elections will be held during the first regular meeting of the Commission held in every calendar year or during the first regular meeting after appointment of the members of the Commission by the City Council.
 3. The members of the Commission shall elect one member as Chair and another as Vice-Chair, to serve for one year or until a successor is appointed, unless either is earlier removed from such positions by a majority vote of the members of the Commission or by the City Council.
 4. Selection of Chair and Vice-Chair
 - a. The Chair will open nominations for Chair.
 - b. After all nominations, the Chair will close nominations.
 - c. The Commission Clerk will perform a roll call of the members.
 - d. If there are multiple nominees, each member will vote by stating their choice for Chair or abstain. A single nomination will be a Yes, No, or abstain vote.
 - e. At the conclusion, the new Chair will assume all duties and conduct the Vice-Chair selection.
 5. The Chair shall preside at all regular and special meetings, re-order the agenda as necessary, call special meetings, jointly set meeting agendas with staff, and represent the Commission at meetings of the City Council, other public agencies, and at civic events. The Chair is also responsible to for signing resolutions adopted by the Commission and verifying the accuracy of the contents.
 6. Vacancy of an Office
 - a. If a vacancy occurs prior to the next annual election, a special election shall be held to fill the vacant office from among the membership.
 - b. That member shall serve until the next regularly scheduled election.

7. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair.
8. In the absence of both the Chair and Vice-Chair, the immediate past chair shall preside at the meeting. If the immediate past chair is not present, the most senior member of the Commission shall perform the duties of the Chair.
9. A removal of an elected officer needs to have a motion and a second to be placed on the next meeting's agenda.
 - a. The chair or vice-chair may be removed by a two-thirds majority vote of the Commission at a regularly scheduled meeting of the Commission, when all appointed members are present.
 - b. Any officer removed ceases to hold the office once the vote has been tallied and announced.

RULE 9

SEATING ARRANGEMENT

- A. The seating arrangement for the Commission shall be as follows:
 1. The Chair shall be seated in the middle of the dais. The Vice-Chair shall sit immediately to the Chair's right.
 2. The senior member on the Commission will sit immediately to the Chair's left.
 3. The Commission members will sit in seniority with the newest member seated on the far right of the Chair.
 4. When a member of the Commission leaves the Commission, the members will close the gap based on seniority towards the Chair, and the newly appointed member is seated on the far right of the Chair.

RULE 10

RESTRICTION ON REPRESENTATION

- A. No member of the Commission shall purport to represent or speak on behalf of the Commission without obtaining the consent of the Commission in the form of a motion passed at a regular or special meeting of the Commission.

RULE 11

CONDUCT OF COMMISSION MEMBERS

- A. All Commission members are expected to conduct themselves respectfully while on the dais.

- B. Members are expected to be actively engaged during meetings and work cooperatively with other Commission members.
- C. Members are expected to not engage in side conversations or to be on personal mobile devices while on the dais.
- D. Members are expected to respect fellow Commissioners' time and wait to be recognized by the Chair before speaking.
- E. Members are to be familiar with the Parliamentary Procedures in Rule 14.

RULE 12

RECORD OF MEETINGS

- A. A minute record of all proceedings before the Commission shall be prepared and preserved by staff.
- B. Minutes shall be prepared in the form and format prescribed by the City Council for citizen advisory groups.
- C. All reports and written communications directed to the Commission shall be made a part of the permanent record of the Commission.
- D. All motions considered by the Commission shall be recorded whether they pass or fail.
- E. Members of the Commission wishing to have specific comments regarding an item reflected in the minutes and preserved for the record shall state, prior to making a comment, that the comment is "for the record."
- F. Draft minutes of meetings shall be presented by the recording secretary to the Commission for correction and approval as soon as practical.

RULE 13

SUBCOMMITTEES

- A. With the approval of a majority of the Commission members, the Chair may appoint a minimum of 2 members-of the Commission to subcommittees to make recommendations to the full Commission on land use policy matters or such other matters as the Chair may deem appropriate.
- B. Each subcommittee is a part of the Commission and is subject to the Commission's authority, direction, and rules.

RULE 14

PARLIAMENTARY PROCEDURE

- A. In conducting meetings, the Chair shall be guided by, but is not required to strictly adhere to, Robert's Rules of Order, Newly Revised.

RULE 15

RESIGNATION

- A. Any member of the Commission desiring to resign from the Commission shall submit a written resignation to the City Clerk.

RULE 16

ADOPTION AND AMENDMENT OF RULES AND PROCEDURES

- A. Planning Commission Adoption and Amendment
1. These rules and procedures shall be adopted and may be amended at any regular meeting of the Commission by a majority of the members of the Commission, provided that the amendment has been submitted in writing at a previous meeting.
- B. City Council Adoption and Amendment
1. Upon adoption or amendment by the Planning Commission, such rules and procedures shall be submitted to the City Council for review. The City Council shall have the power to approve, disapprove, or modify said rules and procedures, as it deems necessary.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 19th day of August 2021.



Ronald Arruejo, Vice Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 19th day of August 2021, and carried by the following vote:

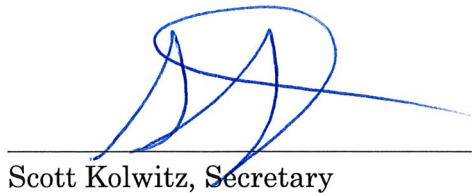
AYES: Commissioner(s): Vice Chair Arruejo, Connelly, Lopez, Meyer, Nash, Sanchez

NOES: Commissioner(s):

ABSENT: Commissioner(s): Chair Chavez

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

Proposed Bylaws with Staff Recommendations

~~To adopt rules and procedures of the Planning Commission pursuant to Section A of Rule XIV of these Commission rules in the City of Oxnard.~~

~~Resolved that the Rules and Procedures of the~~ The Planning Commission of the City of Oxnard resolves to adopt the following rules and procedures ~~shall be~~:

RULE 1

TITLE

- A. The official title of this Commission shall be "Planning Commission of the City of Oxnard, California".

RULE 2

PREFACE

- A. The Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall not be inconsistent with the laws of the State of California or with the ordinances, resolutions, or regulations of the City of Oxnard. These rules and procedures are prepared to serve this purpose.

The City Council of the City of Oxnard established the Planning Commission and granted to it responsibilities in the area of land use, ~~redevelopment issues~~, and planning permit decisions. These rules and procedures are intended to assist and be used by the Planning Commission in performing its duties and conducting its meetings. If a conflict arises between these rules and procedures and the ~~City of~~ Oxnard ~~Municipal~~ City Code, the Code shall control.

RULE 3

GENERAL PROVISIONS

- A. The Planning Commission of the City of Oxnard (hereinafter in these rules referred to as the "Commission") adopts the following rules and procedures to govern the conduct of its meetings.
- B. Upon appointment:
 - 1. Each member of the Commission shall receive a copy of these rules and procedures, and upon amendment.
 - 2. Each member shall receive a copy of the Robert's Rules of Order, Newly Revised.
 - 3. Each member shall receive training on the Ralph M. Brown Act.

RULE 4

MEETINGS

- A. Calling of Meetings
 - 1. The Commission shall regularly meet on the first and third Thursday of each month. The regular meeting shall commence at 6:00 p.m. in the City Council Chambers, and as may be allowed by State law.
 - 2. The Commission shall approve an annual calendar in the prior year.
 - 3. Special meetings shall be called and convened by the Chair or majority of the members as provided by Rule 5.
 - 4. The Ralph M. Brown Act shall govern all meetings of the Commission.
- B. Notice for Meetings
 - 1. The Commission meetings shall comply with Ordinance No. 2948 (Sunshine Ordinance), and the legislative body and public shall have the agenda and attachments available 7 days before the regular meeting.

RULE 5

MEETING AND HEARING PROCEDURES

- A. In general
 - 1. Meetings and hearings of the Commission shall be called to order and presided over by the Chair or, in the Chair's absence, by the Vice-Chair to carry out such duties.
 - 2. Meetings and hearings of the Commission shall be open to the public unless closed under the Commission's Counsel direction.
 - 3. Any meeting or hearing of the Commission that is open to the public shall be open to coverage by television broadcast, online through the city website, and YouTube channel.
 - 4. No person other than a member of the Commission or city staff may stand in or be seated at the Council Chambers' dais area unless the Chair determines otherwise.
- B. Quorum
 - 1. A quorum of the Commission shall be four members.
 - 2. A quorum shall be present in order for the Commission to conduct business.
 - 3. Absence of a quorum
 - a. In the absence of a quorum at any meeting, such meeting shall be adjourned to the next regular meeting date by the Chair, majority of members present, or staff.
 - b. A meeting may be declared adjourned for absence of a quorum after a 15-minute period has elapsed from the scheduled time of the start of the meeting.
 - c. A meeting may also be declared adjourned in advance if the absence notifications received by staff provided for the absence of a quorum.
 - d. Adjournment may be declared by the Chair, Vice-Chair, or staff.

4. Exception to absence of quorum because of abstentions due to a conflict of interest:
 - a. If [all Commissioners are present and if](#) enough Commissioners abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum.
 - b. Otherwise disqualified Commissioners shall be chosen by lot until a quorum is reached.
 - c. The Commissioners so chosen shall continue to participate in that matter until its conclusion.
- C. Voting
 1. No vote may be conducted on any item before the Commission unless the Commission's requisite (4) number of members is present.
 2. No vote by any member of the Commission on any item may be cast by proxy.
 3. Unless otherwise specified by State law, an affirmative vote of a majority of the members present and eligible to vote shall take action on any items.
 4. If any item fails to receive a majority vote, it will be considered denied or recommended for denial.
- D. Meeting procedures
 1. The Chair shall call the meeting to order and announce the date, time, and meeting type.
 2. Each Commission meeting shall include preliminary items, such as "Roll Call" and "Pledge of Allegiance."
 3. Each meeting shall have a time for the public to speak entitled "Public Comments on items not on the Agenda." The public will also be allowed to speak on all items listed on the agenda.
 4. When the Chair calls for public comments during a regular meeting, the public member may address the Commission on matters within the Commission's subject matter jurisdiction and that do not appear on the agenda as a listed item.
 5. When the Chair calls for public comments during a special meeting, the public member may address the Commission on matters within the Commission's subject matter jurisdiction and that only appear on the agenda as a listed item.
 6. Each member of the public is allowed a minimum of three (3) minutes to speak, but additional time may be granted by the Chair or majority of the members.
 7. The Commission shall not take action on any item not appearing on the agenda unless the action is authorized by the Ralph M. Brown Act.
- E. Consent Agenda
 1. This portion of the agenda shall include minor or routine items, whether previous meeting minutes, or other matters.

2. When the consent portion of the agenda is called, the Chair shall ask the members if they have questions or if a discussion is required. Staff may respond to routine inquiries from members of the Commission concerning items on the consent agenda. If there are substantial questions by members of the Commission, an item may be removed from the consent agenda and considered separately.
 3. Any member of the Commission may move that a matter on the consent agenda be removed from the consent agenda and be considered separately.
- F. Ex Parte Declarations for Public Hearing Items
1. Commissioners are discouraged from suggesting any change to any project to the applicant or staff before the project is considered by the Commission as a whole.
 2. To ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged.
 3. The below should be disclosed by the Commissioner at the Commission meeting prior to the item being considered:
 - a. Ex Parte Communications
 - b. Site Visits
 - c. Conflict of Interest
 - d. Financial Impacts
- G. Continued Public Hearings
1. A continued public hearing shall be resumed at the point of the public hearing at which such matter was continued. If the public testimony portion of the public hearing had been closed, public testimony may be reopened upon a motion and second that is then approved by a vote of the Commission.
- H. New Public Hearings
1. Shall be conducted as outlined in Rule 6.
- I. Planning Manager/Staff Comments
1. This portion is an opportunity for the Planning Manager or staff to provide updates on upcoming items, past items, study sessions, and other announcements.
- J. Commissioner Comments
1. During this portion of the agenda, members of the Commission may make a brief announcement, report on their activities, or request an item be placed on the agenda for future consideration.
- K. Adjournment
1. Commission meetings shall adjourn by 10:00 p.m. unless extended as set forth in the next subsection.
 2. If a motion to extend the meeting after 10:00 p.m. is passed by at least two-thirds of the members of the Commission who are present and eligible to vote upon such motion, the Commission may hear and consider any matter on the agenda after 10:00 p.m.

RULE 6

CONDUCT OF PUBLIC HEARING

A. Purpose

1. The Commission is a public agency with land use planning and decision-making duties. It is the policy of the Commission to encourage free and open discussion of issues on a Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

B. Disruptive Public Speakers

1. No member of the public shall engage in conduct that disrupts, disturbs, or impedes the Commission meeting's orderly conduct. Such behavior may include making loud, threatening, abusive, personal, impertinent, or profane remarks. The Chair or a majority of the Commission present members may order any person who engages in such to be silent. If such an order is given, such person ~~shall~~ may be barred from further communication with the Commission during that meeting or be required to leave the meeting room.
2. Any person making a verbal or written threat of violence against any commissioner, staff, or audience member shall be referred to the Oxnard Police Department for investigation of making terrorist threats and possible enforcement of a Gun Violence Restraining Order, GVRO.

C. Public Hearing Procedure

1. Unless otherwise directed by the Chair, the order of presentation of evidence or testimony, oral and written, on any public hearing item shall be as follows:
 - a. The Chair opens the public hearing.
 - b. Staff makes a brief presentation, including a summary of the item, an analysis of the issues, and a recommendation.
 - c. Introduction of applicant and participants.
 - d. If present, the applicant may make a presentation (of 15 minutes unless extended by majority vote) and shall be available for questions from the Commission. The Commission may proceed whether or not an applicant is present.
 - e. Members question both staff and applicant(s).
 - f. The Chair invites public testimony.
 - g. Staff and applicant(s) respond to public testimony.
 - h. Chair closes hearing to public testimony.
 - i. Members deliberate and vote on the item.

D. Oral Testimony

1. All oral testimony received at meetings of the Commission shall be directed to the Chair. All oral testimony from one person shall be limited to three

minutes, provided, however, that the Chair may grant additional time to an applicant, an appellant, a staff member, a consultant to the City, a representative of a neighborhood council, or a representative of another public agency.

E. Debate and Questions

1. The Chair shall not allow debate among members of the public. Any person wishing to direct a question to another person shall submit such question to the Chair, who may, at his or her discretion, ask the question. The Chair may prohibit a member of the public from speaking on an issue more than once during any hearing.

F. Rules of Evidence

1. Public hearings held by the Commission need not be conducted according to the rules of evidence contained in the California Evidence Code. The following rules of evidence shall apply:
 - a. The Commission may consider any evidence that is the sort of evidence that responsible persons are accustomed to relying upon in the conduct of serious affairs.
 - b. All evidence shall be directly related to the item under consideration.
 - c. Persons testifying before the Commission shall be encouraged to submit their testimony and comments in writing for the record.

RULE 7

COMMUNICATIONS AND REPORTS OF THE COMMISSION

A. Information provided by Staff

1. Customarily, staff reports and other information related to a regular meeting shall be provided to the Commission on the Monday preceding a Thursday meeting.
2. Staff may provide the Commission with supplemental information closer to the time of or at a meeting, and the agenda item need not be continued.
3. As provided in Government Code section 54957.5, agendas, staff reports, supplemental information, and other writings distributed to all, or a majority, of the members of the Commission in connection with a matter subject to discussion or consideration at a Commission meeting shall be made available for public inspection or copying without delay, unless such writings are exempt by law from public disclosure.

B. Written Communications from the Public

1. The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent ~~shall~~ is requested to provide fifteen copies, no larger than page size 11x17 of all written material for members, the recording secretary, staff, file, and the public, ~~with the below specifications:~~

~~a. —Font Size: Minimum 12-point font.~~

~~b. —Spacing: Single~~

- ~~e. Page Limitation (double-sided equivalent):~~
 - ~~i. 3 days prior to meeting by 5:00 P.M.: 5 pages maximum, including exhibits~~
 - ~~ii. Between 3 days prior to meeting at 5:00 P.M. to the meeting: 1 page maximum, including exhibits~~
- 2. The Commission shall refer to staff all such written communications, including e-mails, regarding a subject or matter, not appearing on the agenda.

RULE 8

ELECTION AND DUTIES OF OFFICERS

- A. Election of the Chair and Vice-Chair
 - 1. Officers of the Commission shall consist of a chair and vice-chair.
 - 2. Elections will be held during the first regular meeting of the Commission held in every calendar year or during the first regular meeting after appointment of the members of the Commission by the City Council.
 - 3. The members of the Commission shall elect one member as Chair and another as Vice-Chair, to serve for one year or until a successor is appointed, unless either is earlier removed from such positions by a majority vote of the members of the Commission or by the City Council.
 - 4. Selection of Chair and Vice-Chair
 - a. The Chair will open nominations for Chair.
 - b. After all nominations, the Chair will close nominations.
 - c. The Commission Clerk will perform a roll call of the members.
 - d. If there are multiple nominees, each member will vote by stating their choice for Chair or abstain. A single nomination will be a Yes, No, or abstain vote.
 - e. At the conclusion, the new Chair will assume all duties and conduct the Vice-Chair selection.
 - 5. The Chair shall preside at all regular and special meetings, re-order the agenda as necessary, call special meetings, jointly set meeting agendas with staff, and represent the Commission at meetings of the City Council, other public agencies, and at civic events. The Chair is also responsible to for signing resolutions adopted by the Commission and verifying the accuracy of the contents.
 - 6. Vacancy of an Office
 - a. If a vacancy occurs prior to the next annual election, a special election shall be held to fill the vacant office from among the membership.
 - b. That member shall serve until the next regularly scheduled election.
 - 7. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair.
 - 8. In the absence of both the Chair and Vice-Chair, the immediate past chair shall preside at the meeting. If the immediate past chair is not present, the

most senior member of the Commission shall perform the duties of the Chair.

9. A removal of an elected officer needs to have a motion and a second to be placed on the next meeting's agenda.
 - a. The chair or vice-chair may be removed by a two-thirds majority vote of the Commission at a regularly scheduled meeting of the Commission, when all appointed members are present.
 - b. Any officer removed ceases to hold the office once the vote has been tallied and announced.

RULE 9

SEATING ARRANGEMENT

- A. The seating arrangement for the Commission shall be as follows:
 1. The Chair shall be seated in the middle of the dais. The Vice-Chair shall sit immediately to the Chair's right.
 2. The senior member on the Commission will sit immediately to the Chair's left.
 3. The Commission members will sit in seniority with the newest member seated on the far right of the Chair.
 4. When a member of the Commission leaves the Commission, the members will close the gap based on seniority towards the Chair, and the newly appointed member is seated on the far right of the Chair.

RULE 10

RESTRICTION ON REPRESENTATION

- A. No member of the Commission shall purport to represent or speak on behalf of the Commission without obtaining the consent of the Commission in the form of a motion passed at a regular or special meeting of the Commission.

RULE 11

CONDUCT OF COMMISSION MEMBERS

- A. All Commission members are expected to conduct themselves respectfully while on the dais.
- B. Members are expected to be actively engaged during meetings and work cooperatively with other Commission members.
- C. Members are expected to not engage in side conversations or to be on personal mobile devices while on the dais.

- D. Members are expected to respect fellow Commissioners' time and wait to be recognized by the Chair before speaking.
- E. Members are to be familiar with the Parliamentary Procedures in Rule 14.

RULE 12

RECORD OF MEETINGS

- A. A minute record of all proceedings before the Commission shall be prepared and preserved by staff.
- B. Minutes shall be prepared in the form and format prescribed by the City Council for citizen advisory groups.
- C. All reports and written communications directed to the Commission shall be made a part of the permanent record of the Commission.
- D. All motions considered by the Commission shall be recorded whether they pass or fail.
- E. Members of the Commission wishing to have specific comments regarding an item reflected in the minutes and preserved for the record shall state, prior to making a comment, that the comment is "for the record."
- F. Draft minutes of meetings shall be presented by the recording secretary to the Commission for correction and approval as soon as practical.

RULE 13

SUBCOMMITTEES

- A. With the approval of a majority of the Commission members, the Chair may appoint a minimum of 2 members-of the Commission to subcommittees to make recommendations to the full Commission on land use policy matters or such other matters as the Chair may deem appropriate.
- B. Each subcommittee is a part of the Commission and is subject to the Commission's authority, direction, and rules.

RULE 14

PARLIAMENTARY PROCEDURE

- A. In conducting meetings, the Chair shall be guided by, but is not required to strictly adhere to, Robert's Rules of Order, Newly Revised.

RULE 15

RESIGNATION

- A. Any member of the Commission desiring to resign from the Commission shall submit a written resignation to the City Clerk.

RULE 16

ADOPTION AND AMENDMENT OF RULES AND PROCEDURES

- A. Planning Commission Adoption and Amendment
1. These rules and procedures shall be adopted and may be amended at any regular meeting of the Commission by a majority of the members of the Commission, provided that the amendment has been submitted in writing at a previous meeting.
- B. City Council Adoption and Amendment
1. Upon adoption or amendment by the Planning Commission, such rules and procedures shall be submitted to the City Council for review. The City Council shall have the power to approve, disapprove, or modify said rules and procedures, as it deems necessary.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 19th day of August 2021.

Ronald Arruejo, Vice Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 19th day of August 2021, and carried by the following vote:

AYES: Commissioner(s): Vice Chair Arruejo, Connelly, Lopez, Meyer, Nash, Sanchez

NOES: Commissioner(s):

ABSENT: Commissioner(s): Chair Chavez

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Scott Kolwitz, Secretary

Revision to the Planning Commission Rules and Procedures (Bylaws)

Jeff Pengilley, Community Development Director
Joe Pearson II, AICP, Planning & Environmental Services Manager
Community Development Department

Finance and Governance Committee
October 24, 2023

- The Planning Commission Bylaws establish the Rules and Procedures for the Planning Commission, including, but not limited to, the purpose of the organization, who are its members, how officers are elected and resign, how meetings are conducted, communication protocols, and rules of conduct.
- The Planning Commission's Rules and Procedures (Bylaws) were last revised and adopted on July 18, 2019.
- On April 15, 2021, the Planning Commission requested staff to place a Study Session to discuss the process for updating the Planning Commission Bylaws.

- The Planning Commission has the ability to change their Bylaws provided that the Bylaws are consistent with the Planning Commission's Duties as outlined within the current Bylaws.
- The Rules and Procedures (Bylaws) Subcommittee was created by the Planning Commission on May 20, 2021. The subcommittee met five times between the Planning Commission meetings starting June 3, 2021, through August 5, 2021.
- On August 5, 2021, the subcommittee moved to approve a resolution to adopt the Rules and Procedures of the Planning Commission and to report to the Planning Commission on August 19, 2021.
- On August 19, 2021, the Planning Commission voted 6-0, with one commissioner absent to approve Resolution 2021-21, establishing the rules and procedures for the conduct of Planning Commission meetings subject to approval by the City Council.

- The proposed Bylaws are a comprehensive update intended to update the Bylaws to reflect current best practices and current procedures of the Planning Commission, including those imposed by Measure M.
- The update also reorganizes the Bylaws into a more formalized layout.

- **RULE 1 - TITLE**

This new section was added to establish the official title of the Commission as the “Planning Commission of the City of Oxnard, California”

- **RULE 2 - PREFACE**

This new section was added to establish the purpose and intent of the proposed Bylaws.

- **RULE 3 - GENERAL PROVISIONS**

The proposed Bylaws adds the requirement that in addition to the Bylaws, each new Commission receive a copy of Robert’s Rules of Order, Newly Revised, and training on the Ralph M. Brown Act. The section also adds the language that the Planning Commission adopts the Bylaws to govern the conduct of its meetings. All other requirements are consistent with the current Bylaws.

- **RULE 4 - MEETINGS**

This section was relocated from Section 2 of the current Bylaws. The proposed Bylaws formalizes the requirement to approve an annual calendar in the prior year. It also adds the requirements of the City's Sunshine Ordinance, which requires that the legislative body and public shall have the agenda and attachments available 7 days before the regular meeting. All other requirements are consistent with the current Bylaws.

- **RULE 5 - MEETINGS AND HEARING PROCEDURES**

The section has been revised to address the following:

- Set the general requirements for each public hearing, including who is responsible for presiding over the meeting and accessibility of meetings in person and virtually.
- Adds new procedures for what to do in the absence of a quorum due to absences.
- Adds procedural requirements for establishing a quorum when the absence of a quorum is a result of abstentions due to conflicts of interest.
- Incorporate the standard public meeting procedures, including rules for public comments, such as incorporating the three (3) minute minimum time limit as required by Measure M.
- Clarity that the approval of minutes shall occur under the consent agenda.
- Provide rules and procedures for Ex Parte Declarations for Public Hearings.
- Change the adjournment time from 11:00 p.m. to 10:00 p.m. unless extended by two-thirds of the Planning Commission present and eligible.

- **RULE 6 - CONDUCT OF PUBLIC HEARING**

The purpose section was added to reflect the goals and purpose of the Planning Commission, as it relates to creating an open and public meeting. Paragraph two of section B was added to allow for those making a threat of violence to be referred to the Oxnard Police Department. Section C has been updated to incorporate current practices. The primary changes include allowing for a 15-minute presentation by applicant teams and allowing for both the staff and applicants to respond to public testimony.

- **RULE 7 - COMMUNICATIONS AND REPORTS OF THE COMMISSION**

Section B was revised to add limitations on font size, spacing, and page limits on written materials submitted for public comment. However, after further review by the City Attorney's Office, staff is recommending the removal of those restrictions due concerns over potential conflicts with the Brown Act.

- **RULE 8 - ELECTION AND DUTIES OF OFFICERS**

The section has been revised to include rules and procedures for the election of Chair and Vice-Chair. The section also has been revised to include procedures for unanticipated vacancy which allows for the Planning Commission to vote in a replacement, who would serve until the next regular election. Language has also been added to establish protocols for what to do in the event both the Chair and Vice-Chair are absent. Lastly, procedures for the removal of an elected officer by at least a two-thirds vote of the Planning Commission when all members are present.

- **RULE 9 - SEATING ARRANGEMENT**

This section was relocated from Section 12 of the current Bylaws. The section is generally consistent with the current Bylaws but have been revised to base the seating arrangement for all members except for the Chair and Vice-Chair to be based on Seniority.

- **RULE 10 - RESTRICTION ON REPRESENTATION**

This section was relocated from Section 8 of the current Bylaws. This section is consistent with the current Bylaws.

- **RULE 11 - CONDUCT OF COMMISSION MEMBERS**

This new section was added to establish the expectations for the decorum of the Planning Commission and require that they are familiar with the Parliamentary Procedures.

- **RULE 12 - RECORD OF MEETINGS**

This section was relocated from Section 9 of the current Bylaws. This section is consistent with the current Bylaws.

- **RULE 13 - SUBCOMMITTEES**

This section was relocated from Section 10 of the current Bylaws. This section has been revised to require that the subcommittee have a minimum of 2 members and clarify that the Subcommittee is still subject to the Planning Commission and subject to the commission's authority, direction, and rules.

- **RULE 14 - PARLIAMENTARY PROCEDURE**

This section was relocated from Section 11 of the current Bylaws. This section is consistent with the current Bylaws.

- **RULE 15 - RESIGNATION**

This section was relocated from Section 13 of the current Bylaws. This section is consistent with the current Bylaws.

- **RULE 16 - ADOPTION AND AMENDMENT OF RULES AND PROCEDURES**

This section was relocated from Section 14 of the current Bylaws. This section is revised to include the requirement that upon adoption or amendment of the Bylaws by the Planning Commission the Bylaws shall be presented to the City Council for adoption.

Following approval by the Planning Commission, the Bylaws were reviewed by the City of Oxnard Attorney's Office. As a result of that review staff is recommending minor changes to address minor clean ups and possible conflict with other legal requirements, such as the Brown Act. The redlines of these changes are provided in Attachment 3 of the Staff Report. Many of the changes are minor changes in nature and do not alter the substance of the proposed Bylaws. Two changes that do result in substantive changes are in Rule 6.B.1 and Rule 7.B.1.

Under Rule 6.B.1, staff is recommending the following change:

“No member of the public shall engage in conduct that disrupts, disturbs, or impedes the Commission meeting's orderly conduct. Such behavior may include making loud, threatening, abusive, personal, impertinent, or profane remarks. The Chair or a majority of the Commission present members may order any person who engages in such to be silent. If such an order is given, such person ~~shall~~ may be barred from further communication with the Commission during that meeting or be required to leave the meeting room.”

Under Rule 7.B.1, staff is recommending the following change:

- I. *“The Commission encourages the public to prepare and send written communications that may assist the Commission in its deliberations on an item. The correspondent ~~shall~~ is requested to provide fifteen copies, no larger than page size 11x17 of all written material for members, the recording secretary, staff, file, and the public ~~with the below specifications~~.*
 - ~~a. Font Size: Minimum 12-point font.~~
 - ~~b. Spacing: Single~~
 - ~~c. Page Limitation (double-sided equivalent):~~
 - ~~i. 3 days prior to meeting by 5:00 P.M.: 5 pages maximum, including exhibits~~
 - ~~ii. Between 3 days prior to meeting at 5:00 P.M. to the meeting: 1 page maximum, including exhibits”~~

Both of these edits are requested to address the potential conflicts with the Brown Act, as it has the potential to limit the public's ability to participate in the public process before the Planning Commission.

- There is no Financial Impact associated with the approval of the Planning Commission Bylaws.

- That the Finance & Governance Committee recommend that the City Council approve the Planning Commission's proposed revisions to the Planning Commission Rules and Procedures (Bylaws) with staff's recommended changes.



End of Presentation