Departmental

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA





FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE: March 26, 2015

**SUBJECT:** Revenue Reimbursement Agreement By and Between the County of Riverside and Big League Dreams Jurupa, LLC for the Sports Park Improvements Project, Jurupa, District 2, [\$79,000], 100% EDA Lease Revenue, CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Find the project exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and General Rule Exemption Section 15061, based on the findings and conclusion incorporated in the staff report;
- 2. Approve the Revenue Reimbursement Agreement, authorizing funds for the improvements at Big League Dreams (BLD) Sports Park in Jurupa in the amount of \$79,000; and
- 3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days.

## **BACKGROUND:**

**Summary** (Commences on Page 2)

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Curre	ent Fiscal Year:	Next Fiscal	ear:	Total	Cost:	On	going Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	79,000	\$	0	\$	79,000	\$	0	./
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	Consent D Policy
SOURCE OF FUNDS: 100% EDA Lease Revenue						Budget Adjustm	nent: No		
							Ī	For Fisçal Year:	2014/15
C.E.O. RECOMME	NDA	TION:				APPROVI	E		
						0.1	)	No. L	

**County Executive Office Signature** 

## MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Benoit and duly
carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Washington, Benoit and Ashley

Nays:

None

Absent:

Tavaglione

Date:

April 7, 2015

XC:

EDA, Recorder

A-30 4/5 Vote

Positions Added

Change Order

П

Prev. Agn. Ref.: 3-17 of 1/7/2014

District: 2

Agenda Number:

3-16

Kecia Harper-Ihem

## SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

**FORM 11:** Revenue Reimbursement Agreement By and Between the County of Riverside and Big League Dreams Jurupa, LLC for the Sports Park Improvement Project, Jurupa, District 2, [\$79,000],100% EDA Lease Revenue, CEQA Exempt

**DATE:** March 26, 2015

PAGE: 2 of 3

# BACKGROUND: Summary

On January 7, 2014 the Board of Supervisors approved a First Amendment to the Sports Park Sublease Agreement. The First Amendment permitted the Sports Park legal description be updated, extended the term of the sub lease; and amended a portion of revenue rents paid to the County to distribute one tenth of ten percent of the revenue rent to County, to be deposited into a capital improvement account to secure a reserve account for BLD for future capital renewal projects and major repairs to the ball park fields.

Currently certain project improvements to the Jurupa Sports Park and playing fields are required. These improvements include the installation of four new sun shades on four minor league playing fields and leveling of two new youth fields. The reserve account has not yet accrued sufficient funds to pay for the completion of the required project improvements. The purpose of the Reimbursement Agreement is to provide reimbursement to BLD for the costs of the improvements in the amount of \$79,000.00.

Pursuant to the terms of the Revenue Reimbursement Agreement, County has agreed to reimburse BLD upon completion of the improvement project and submittal of the invoice and itemized documentation to verify reimbursable expenditures by BLD. The invoice shall be received by the County within three months of completion of the project. Upon receipt of the itemized reimbursable expenditure invoice County shall reimburse BLD for the actual cost of the improvements in an amount not to exceed \$79,000.00, which shall constitute the full and complete financial obligation of the County, regardless of actual cost to BLD.

This Revenue Reimbursement Agreement is summarized below:

Lessee:

Big League Dreams Jurupa, LLC 16339 Fairfield Ranch Road Chino Hills, CA 91709

Premises Location:

Big League Dreams Jurupa, LLC

Sports Park

10550 Cantu-Galleano Ranch Road

Jurupa, CA 91752

Revenue Rent:

Nine percent of gross revenues

Reserve Account:

One tenth percent of gross revenues

Project Improvement

Reimbursement Amount:

\$79,000.00

Reimbursement Terms:

County shall reimburse BLD, upon completion of the improvement project and submittal of itemized documentation to verify reimbursable expenditures by BLD.

Reimbursement Terms:

The invoice shall be received by the County within three (3) months of completion of the project. Upon receipt of the itemized reimbursable expenditure invoice, County shall issue a warrant to BLD for the reimbursable amounts requested, not exceed seventy-nine thousand dollars, within 45 days, or as soon

as a warrant can be issued

(Continued)

## SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency/Facilities Management

FORM 11: Revenue Reimbursement Agreement By and Between the County of Riverside and Big League Dreams Jurupa, LLC for the Sports Park Improvement Project, Jurupa, District 2, [\$79,000],100% EDA Lease Revenue. CEQA Exempt

**DATE:** March 26, 2015

PAGE: 3 of 3

**BACKGROUND:** 

**Summary** (Continued)

Custodial:

None

Maintenance:

**BLD** 

RCIT:

None

The attached Reimbursement Agreement has been approved by County Counsel as to form.

## Impact on Citizens and Businesses

The improvements to the Sports Park playing fields will significantly improve the overall aesthetics of the Jurupa Sports Park by becoming a more desirable recreational destination for sport teams and customers alike. The improvements will also encourage promoters to book and contract the Jurupa ballpark for ongoing softball tournaments. In addition, the improvements to the Sports Park will provide a positive economic impact to local residents and businesses within the community.

## **Contract History and Price Reasonableness**

This is a Revenue Reimbursement Agreement between BLD and County. Both parties will benefit from the improvement project.

Attachments: Exhibit A

Reimbursement Agreement

Notice of Exemption

## Exhibit A

## FY 2014/15

## Revenue Reimbursement Agreement Big League Dreams Jurupa Sports Park, 10550 Cantu-Galleano Ranch Rd, Jurupa CA

Revenue Reimbursement Amount:	\$ 79,000.00	
Actual Amount to be Reimbursed to Big Leage Dreams		\$ 79,000.00
Total Reimbursement Improvement Cost for FY 2014/15		\$ 79,000.00
TOTAL ESTIMATED COST FOR FY 2014/15		\$ 79,000.00



Original Negative Declaration/Notice of Determination was routed to County

Clarks for posting on.

Initial

## NOTICE OF EXEMPTION

January 15, 2015

Project Name: County of Riverside, Revenue Reimbursement Agreement for Big League Dreams

Project Number: FM047372000300

**Project Location:** 10550 Cantu-Galleano Ranch Road, Jurupa Valley, CA 91752;

Assessor Parcel Number 159-020-010 (see attached exhibit)

Description of Project: On January 7, 2014 the Board of Supervisors approved minute order 3-17, First Amendment to Sports Park Sublease (First Amendment) between the County of Riverside and Big League Dreams Jurupa, LLC (BLD), for the premises improvements at 10550 Cantu-Galleano Ranch Road in the city of Jurupa Valley (Jurupa Valley Sports Park). The First Amendment updated the legal description, extended the term of the sub lease, and amended a portion of revenue rents paid to the County of Riverside (County) into a capital improvement account to secure a reserve account for future capital renewal projects and repairs to the ball park fields. BLD now wishes to perform project improvements to the Jurupa Valley Sports Park and playing fields. The project is the approval of the Reimbursement Agreement which allows for the installation of four (4) new sun shades on existing bleachers on four minor league playing fields, and the leveling two (2) new youth fields, which BLD has estimated at approximately seventy-nine thousand dollars (\$79,000). The Reimbursement Agreement also requires that BLD obtain and secure any and all permits and/or clearances which may be required by the County or any other federal, state or local governmental or regulatory agency relating to the improvements. County has agreed to reimburse BLD upon completion of the improvement project and submittal of the itemized documentation to verify reimbursable expenditures by BLD in an amount not to exceed \$79,000.

The improvements will help make the project a more desirable recreational destination by providing sun shades and providing comfort and safety for customers and sports teams by leveling the two new youth fields. The operation of the site will continue to operate as recreational purposes and will not result in a substantial new use of the site or an increase in the intensity of the use of the site. While some construction would occur, any construction impacts would be minimal and once operational, no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; Big League Dreams Jurupa, LLC.

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061

APR 07 2015 3-16

## P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

Administration Aviation Business Intelligence Cultural Services Community Services Custodial

Housing Housing Authority Information Technology Maintenance Marketing Economic Development Edward-Dean Museum Environmental Planning Fair & National Date Festival Foreign Trade Graffiti Abatement Parking
Project Management
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Redevelopment Agency
Workforce Development

www.rivcoeda.org

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Reimbursement Agreement's primary function is to allow for the project improvements and maintenance of the park fields. The project only involves the reimbursement for minor improvements within the existing area and meets the primary objective to improve the Big League Dreams Jurupa Valley Sports Park. Further, the improvements themselves only involve the addition of sun shades and the leveling of the sports fields. The project will not have a physical effect on the environment and is not anticipated to result in any significant physical environmental impacts. The existing facility is in an existing developed area, with no vacant or raw land that would be impacted by the Project.

- Section 15301 Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the physical improvements and maintenance of an existing sports park. As previously discussed, the improvements focus on leveling the playing fields and the addition of four sun shades. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. The physical improvements will not increase or expand the use of the site and the improvements themselves are only minor in scale and intensity. Therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 General Rule or "Common Sense" Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The physical improvements consisting of the leveling of the playing field and the addition of four sun shades to an already existing sports park will not have a direct or indirect physical impact on the environment. The sports park will continue to operate in a similar manner and the improvements will not significantly increase the capacity of the playing fields, resulting in any traffic, noise, or air quality impacts. Operational impacts would remain the same as they currently exist. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the Gounty of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

\_\_\_\_\_ Date: 1/15/15

Signed:

John Alfred, Acting Senior Environmental Planner

County of Riverside, Economic Development Agency



APN 159-020-010

## RIVERSIDE COUNTY CLERK & RECORDER

## AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Froject Name: Keve	and Reinibursement Agreement for Dig League Dreams
Accounting String: 5	524830-47220-7200400000- FM047372000300
DATE:	January 15, 2015
AGENCY:	Riverside County Economic Development Agency
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).
NUMBER OF DOCU	JMENTS INCLUDED: One (1)
AUTHORIZED BY: Signature: PRESENTED BY:	John Alfred, Acting Senior Environmental Planner, Economic Development Agency  Cindy Campos, Real Property Agent, Economic Development Agency
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	_
DATE:	
RECEIPT # (S)	



Date:

January 15, 2015

To:

Mary Ann Meyer, Office of the County Clerk

From:

John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM047372000300

Revenue Reimbursement Agreement for Big League Dreams - 10550 Cantu-Galleano Ranch Road,

Jurupa Valley, CA 91752

Assessor Parcel Number: 159-020-010

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

www.rivcoeda.**org** 

## 

# REVENUE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND BIG LEAGUE DREAMS JURUPA, LLC FOR THE SPORTS PARK IMPROVEMENTS PROJECT

THIS REVENUE REIMBURSEMENT AGREEMENT, hereinafter "Agreement," is entered into on this the day of April , 2015, by and between the County of Riverside, a political subdivision of the State of California, hereinafter COUNTY, and Big League Dreams Jurupa, LLC, hereinafter BLD. Both parties shall hereinafter collectively be referred to as the "Parties."

## WITNESSETH

WHEREAS, COUNTY and BLD have determined that there is a great need for the installation of sun shades on four minor league fields, and the field leveling of the two (2) new youth fields (hereinafter the "Improvement Project").

WHEREAS, the Improvement Project will benefit the Sports Park and community by becoming a more desirable recreational destination for customers and sport teams. Providing sun shades and the leveling of the two (2) new youth fields will provide comfort and safety for customers and sports teams during softball tournaments. The Improvement Project meets the primary objective to improve the Big League Dreams Jurupa Valley Sports Park;

WHEREAS, BLD agrees to pay for the Improvement Project and, upon completion, COUNTY shall reimburse BLD for design and construction of the sun shades and the leveling of the youth field costs associated with the Improvement Project:

**NOW, THEREFORE,** in consideration of the covenants, conditions and provisions contained herein, the Parties hereto do hereby agree as follows:

**SECTION 1.** Purpose of AGREEMENT. The purpose of this Agreement

is to set forth the terms and conditions by which COUNTY will reimburse BLD for BLD's actual design and construction of the Improvement Project. Costs associated with the construction of the Improvement Project will be subject to this Agreement.

Project is located within the Jurupa Valley Sports Park area located on APN 159-020-010 in the City of Jurupa Valley, as more specifically detailed in Exhibit A, which is attached hereto and incorporated by reference.

SECTION 3. Scope of Work. The work to be performed by the BLD includes (a) the installation of four (4) sun shades on four (4) minor league playing fields, and (b) the leveling of two (2) new youth fields, as outlined in Exhibit B, which is attached hereto and incorporated by reference. BLD shall contract the vendors to complete the Improvement Project. BLD shall submit a detailed plan, including a scope of work, of the Improvement Project to the COUNTY for review and approval prior to commencement of the project. COUNTY shall review the scope of work to be performed. Approval of the Improvement Project shall not be unreasonably withheld.

SECTION 4. <u>Payment.</u> COUNTY shall reimburse BLD for the actual cost of the improvements in an amount not to exceed Seventy-Nine Thousand Dollars (\$79,000), which shall constitute the full and complete financial obligation of the COUNTY, regardless of actual cost to BLD.

BLD shall invoice COUNTY upon completion of the Improvement Project and submit itemized documentation to verify reimbursable expenditures by BLD. The invoice shall be received by the COUNTY within three (3) months of completion of the project. Upon receipt of the itemized reimbursable expenditure invoice, COUNTY shall issue a warrant to BLD for the reimbursable amounts requested, not to exceed seventy-nine thousand dollars, within 45 days, or as soon as warrant can be issued.

**SECTION 5.** Permits. BLD agrees to obtain, secure or cause to be secured any and all permits and/or clearances which may be required by the COUNTY, City of Jurupa Valley or any other federal, state or local governmental or regulatory

BLD:

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SECTION 6. Principal Contact Persons. The following individuals are hereby designated to be the principal contact persons for their respective parties:

COUNTY: County of Riverside

agency relating to the Improvement Project.

Robert Field, Assistant County Executive Officer/EDA 3403 10<sup>th</sup> Street, Suite 300, Riverside, CA 92501

(951) 955-4860

Scott Parks LeTellier

Big League Dreams Jurupa, LLC 16339 Fairfield Ranch Road Chino Hills, CA 91709

(310) 544-2272

SECTION 7. Conflict of Interest. No member, official or employee of COUNTY or BLD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement, which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Interpretation and Governing Law. This Agreement and **SECTION 8.** any dispute arising there under shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. All parties have been represented by counsel in the negotiation and preparation hereof.

No Third Party Beneficiaries. This Agreement is made **SECTION 9.** and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

**Indemnification** shall indemnify hold SECTION 10. BLD and

COUNTY, its officers, agents, or employees free and harmless from any person or entity not a party to this Agreement from any damage, loss or injury to person and/or property, related to or arising out of the acts or negligence of BLD, its elected officials, officers, directors, affiliates, agents or employees in the execution or implementation of this Agreement, including any injury or harm arising out of the Project Improvements.

SECTION 11. Insurance. BLD shall cause BLD's Contractor/Consultant to maintain in force, until completion and acceptance of the Improvement Project, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required, which name the COUNTY, its officers, directors, officials, agents, and employees as additionally insured. COUNTY shall also require BLD's contractors and consultants to maintain Workers' Compensation Insurance. BLD shall provide Certificates of Insurance and Additional Insured Endorsements, which meet the requirements of this section to the COUNTY.

**SECTION 12.** <u>Section Headings</u>. The section headings are for convenience only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

SECTION 13. <u>Time Limit</u>. BLD's licensed contractors shall complete the work that is the subject of this Agreement within a period of twelve (12) months after the date of execution of this Agreement. In the event the twelve (12) month period expires prior to the completion of the work, the terms of this Agreement may be extended upon written consent of Parties. Nothing in this section shall be deemed a waiver of any or all claims or other actions by either party in regard to any breach of this Agreement.

**SECTION 14.** <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Parties hereto.

SECTION 15. <u>Termination by COUNTY</u>. COUNTY shall have the right to terminate this Agreement in the event BLD fails to perform, keep or observe any of its duties or obligations hereunder, including securing the necessary permits; provided however, that BLD shall have thirty (30) days in which to correct such breach or default after written notice thereof has been sent by COUNTY.

**SECTION 16.** <u>Termination by BLD</u>. BLD shall have the right to terminate this Agreement in the event COUNTY fails to perform, keep or observe any of its other duties or obligations hereunder, including securing the necessary permits; provided however, that COUNTY shall have thirty (30) days in which to correct such breach or default after written notice thereof has been sent by BLD.

(SIGNATURES PROVISION ON NEXT PAGE)

CC:tg/020415/JV003/17.356 S:\Real Property\TYPING\Docs-17.000 to 17.499\17.356.doc

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Exhibit A

### **EXHIBIT B**

#### **SCOPE OF WORK**

<u>Project description</u>: The work to be performed by BLD includes design services, from Licensed Contractors through preparation of the PROJECT for bidding, for the installation of four (4) sun shades on four (4) minor league fields and field leveling of two (2) new youth fields.

BLD will oversee and/or perform the following tasks:

- 1. The installation of four sun shades estimated cost provided by BLD is estimated at fifty-four thousand dollars (\$54,000.00) on four minor league fields.
- 2. The field leveling of the two new youth fields as estimated by BLD is twenty-five thousand dollars (\$25,000.00).
- \* Construction and construction-related services are not a part of this AGREEMENT. County is not obligated to cover any overages on this Improvement Project, only those funds specified in Section 4 of this Reimbursement Agreement shall be made payable to BLD.

## Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: SARRY GRANT
Address:  (only if follow-up mail response requested)
City:Zip:
Phone #:
Date: AP 7 Ty Agenda # 3-16,
PLEASE STATE YOUR POSITION BELOW:
Position on "Regular" (non-appealed) Agenda Item:
Support / OpposeNeutral
<b>Note:</b> If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:
SupportOpposeNeutral
I give my 3 minutes to:

#### **BOARD RULES**

#### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

#### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

#### Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.

#### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

#### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.