Item 3.1
This time has been set aside for the public to address the Board of Trustees and the City Council on items that are NOT ON THE AGENDA, but those items will not be acted upon by the Board or the City Council at this meeting.
ALL speakers must submit a "Request to Speak" form prior to this portion of the meeting and will be recognized by the President of the Board or the Mayor.
Five minutes will be allotted to each speaker and not more than 20 minutes on any subject.

JOINT MEETING OF THE SANTA CLARITA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

and the

CITY OF SANTA CLARITA CITY COUNCIL

Transit Maintenance Facility
TRAINING ROOM
28250 Constellation Road
Santa Clarita, CA 91355

WEDNESDAY
MAY 20, 2009

Tour of Transit Maintenance Facility – 5:00 to 5:40 p.m.
The Joint Meeting will be held from 6:00 p.m. to 8:00 p.m.
The Public is Welcome

1. PRELIMINARY FUNCTIONS

1.1a Call to Order/Establishment of a Quorum – Santa Clarita Community College District
1.1b Call to Order/Establishment of a Quorum – City of Santa Clarita, City Council

1.2 Tour of City of Santa Clarita Transit Maintenance Facility

1.3 Approval of Agenda ACTION

1.4 Welcome to Guests/Recognition of Staff Representative(s)
It is the desire of the Board and City Council to afford members of the audience an opportunity to speak to any item ON THE AGENDA. Members of the audience may address the Board and Council at this time. When acknowledged, the speaker should state name, affiliation (if any) and the item on the agenda to be addressed. (Members of the audience may also request to speak to an agenda item being considered by the Board/City Council during the course of the meeting through recognition by the President of the Board or Mayor.)

2. JOINT MEETING ITEMS (6:00 pm)

2.1	Approval of the Santa Clarita Performing Arts Center Memorandum of Understanding	ACTION
2.2	Santa Clarita Transit Pilot Project	INFORMATION/ DISCUSSION
2.3	Local Public Television Management Update	INFORMATION/ DISCUSSION
2.4	Economic Development: 21 Point Business Plan for Progress	INFORMATION/ DISCUSSION

3. PUBLIC PARTICIPATION

3.1	Comments by Members of the Audience on Any Item NOT ON THE AGENDA	ORAL

4. CLOSING COMMENTS ORAL

Members of the Board of Trustees, Santa Clarita Community College District and by the Mayor and Members of the City Council, City of Santa Clarita

5. ADJOURNMENT OF JOINT MEETING

Wednesday, May 27, 2009 – Joint meeting with the COC Foundation Board of Directors (Start time and Location to be Announced)

If you need a disability-related modification or accommodation (including auxiliary aids or services) to participate in the public meeting, or if you need an agenda in an alternate form, please contact the Chancellor's Office at College of the Canyons at least 24 hours before the scheduled meeting.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 05/20/09

AGENDA CATEGORY JOINT MEETING

ITEM/TITLE Approval of the Santa Clarita Performing Arts Center Memorandum of Understanding

- [ ] **ACTION/CONSENT**
- [X] **ACTION**
- [ ] **INFORMATION**
- [ ] **DISCUSSION**

BACKGROUND / ANALYSIS:

In 2000, the City of Santa Clarita and the Santa Clarita Community College District signed an MOU for what became the Santa Clarita Performing Arts Center at College of the Canyons (PAC). The MOU was signed prior to the opening of the PAC, and it recognized the City's contribution of $2.4 million toward the construction of the PAC. Among other items, the MOU outlined availability of the PAC for City and community use.

The MOU was intended to be updated periodically as part of the ongoing partnership with the College. Over the last year-and-a-half, City and College staff met regularly to develop a new MOU. In January 2009, an Agenda Item was brought before the City Council that recommended dissolution of the MOU. The Council decided to delay that decision and directed City staff to work with College staff in resolving the core issue of dates for community groups to utilize the PAC and the financial contribution the College needed for maintenance and equipment repair. City and College staff met and a compromise was developed that is agreeable to both parties.

FISCAL IMPLICATIONS:

Under the terms of the newly developed MOU, the City will pay the College an annual amount of $70,000 for the next two Fiscal Years. Of this sum, $20,000 will be applied toward the Managing Director's salary, as has occurred for the last four years; $15,000 will be applied to the shared Arts Grant Writer position that has been in place since November 2007; and $35,000 will be applied toward the deferred maintenance of the PAC. In return for this contribution, the City will receive the benefits detailed in the newly developed MOU.

RECOMMENDATIONS:

Move approval of the Santa Clarita Performing Arts Center Memorandum of Understanding.

Submitted by:

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

SANTA CLARITA CENTER OF THE PERFORMING ARTS
AT COLLEGE OF THE CANYONS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on the _____ day of _____, 20____ by and between the **City of Santa Clarita** (hereinafter referred to as "City") and the **Santa Clarita Community College District** (hereinafter referred to as "District"). City and District may hereinafter be referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the District has operated its Performing Arts Center at College of the Canyons for instructional and civic purposes for several years; and

WHEREAS, the City is desirous of continuing its use of the Performing Arts Center at College of the Canyons to provide a performance venue for the community and to continue to meet its Cultural Arts Master Plan objectives;

NOW, THEREFORE, in recognition and appreciation of the mutual promises and conditions of the parties herein, as hereinafter set forth, the parties agree as follows:

1. Naming the Facility
   The facility is named the "Santa Clarita Performing Arts Center at College of the Canyons" (hereinafter referred to as "PAC"). The facility consists of the Main Stage, the Lobby (upstairs and downstairs), the Green Room, the Black Box, and the restrooms/dressing rooms. Pursuant to the District's policy on naming facilities, the Board of Trustees reserves the right to name the facility if a benefactor makes a significant "no strings attached" donation to the District. Furthermore, the District reserves the right to name areas (rooms, spaces) of the PAC after benefactors.

2. Responsibilities of the Parties
   Parties' responsibilities will include, but shall not be limited to:
   a. District
      1. Provides by February 15 of each year, a list of available PAC dates for the next season, from which the City may select dates for use by local non-profit organizations (hereinafter referred to as "Community Users").
      2. Prominently displays, when feasible, the City of Santa Clarita logo in advertisements and publications.
      3. Prominently displays the City of Santa Clarita facility dedication plaque.
      4. Provides to Community Users a User Guide, which will be maintained and updated annually.

5. Contracts directly with each Community User for the use of the facility.

b. City

1. Identifies Community Users before the scheduling process begins and the list of available PAC dates is shared with the City by the District.
2. Coordinates the dates selected by the Community Users and provides a written list to the District by March 15 of each year. The City is solely responsible for coordinating and scheduling the use of the PAC by Community Users, based on the PAC available dates received from the District, and subsequent to the District's receipt of the Community User list and schedule, the District will enter into a contract with each Community User containing such terms and conditions as the District may agree upon with the Community User as per the User Guide relating to the Community User's use of the PAC.
3. Acts as liaison between the District and the Community Users.
4. Includes Community User performances and District performances in the City of Santa Clarita website and the biannual City of Santa Clarita Arts Calendar, or other media at its discretion.

3. Marketing Opportunities

The District and City will work together to identify marketing opportunities that promote the Community Users and District performances at the PAC. This partnership will include publications, advertisements, radio, television, and other media outlets both in the Santa Clarita Valley and in neighboring areas. Some of these opportunities could include the *Seasons* brochure, street pole banners, paseo bridge banners, and brochures and publications from the Economic Development Division and the Arts and Events Office.

4. Qualifications of a Community User

To become a Community User:

a. User shall be a non-profit entity that qualifies to receive the direct cost rate.
b. User shall have a business address within the Santa Clarita Valley.
c. If admission is charged, admission fees shall be expended for the welfare of the District's students or other charitable purposes.

5. Community User Status and Scheduling

Community Users qualify for priority in scheduling in the PAC after District events are scheduled. To maintain this Community User status, organizations must apply through the City within the deadlines established by the District and the City. The deadline for Community Users to schedule requests will vary from year to year based on finalizing of the District's Academic Calendar and District-sponsored events. Organizations applying for use of the PAC after the deadline will be given consideration whenever possible, but such requests will be processed as a non-Community User requests in the order they were received.

6. Available Dates for the PAC

After College of the Canyons' Instructional Events ("*Arts on Campus*"), Touring Acts ("*COC Presents*"), and District-sponsored events are scheduled, the District will provide a list of PAC dates available from which the City may select dates for use by Community Users. Community Users will be entitled to 25 percent of the days the College and the PAC is open. The PAC is open 331 days a year, which means the Community Users will be able to use the PAC eighty-three (83) days annually, or thirty-five (35) weekend days, defined as Friday, Saturday, and/or Sunday, and forty-eight (48) week days, defined as Monday, Tuesday, Wednesday, and/or Thursday. Community User usage days of the PAC will include any rehearsal, set-up, and strike days, and days in which Community User productions are housing set pieces or other items within the PAC, unless other written arrangements have been agreed upon by the District, the City, and the Community User.

7. Managing Director

By July 15 of each year, the City will reimburse the District twenty thousand dollars ($20,000) to be applied to the previous year's salary of the PAC Managing Director.

8. District and City-Shared Arts Grant Writer

By July 15 of each year, the City will reimburse the District fifteen thousand dollars ($15,000) to be applied to the previous year's salary of the Arts Grant Writer, which is a position shared between the District and the City. For this reimbursement, the City shall receive twenty-five percent (25 percent) of the Arts Grant Writer's time for developing City and Community Users grant applications.

9. Deferred Maintenance

By July 15 of each year, the City will contribute thirty-five thousand dollars ($35,000) to the District for deferred maintenance and equipment replacement. This funding will help the District keep the PAC operating as a state-of-the-art facility for both the District and Community User performances.

10. Term

This agreement shall commence upon date of execution by the last Party to sign below, and shall terminate on **June 30, 2011**. Both Parties shall begin discussions to develop a new MOU starting in July 2010. If an agreement on a new MOU is not reached by November 15, 2010, both Parties will plan for the MOU to terminate on June 30, 2011, and scheduling for the 2011-2012 season will be based on no MOU being in place.

11. Termination

Either Party may, with or without cause, terminate this Agreement by providing sixty (60) days notice in writing to the other Party.

12. Insurance

City agrees to maintain, in full force and effect, at City's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability Insurance naming District and the District's Board of Trustees as an Additional Insured, with limits of not less than one million dollars ($1,000,000) including bodily injury, broad-form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Professional Liability Insurance with limits of not less than one million dollars ($1,000,000); (iii) Employer's Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence; (iv) Workers' Compensation Insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability Insurance covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than one million dollars ($1,000,000).

City agrees to name District, District's Board of Trustees, its officers, agents, employees, and volunteers as Additional Insured under its policy/s. City shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverage to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation.

13. Indemnification and Hold Harmless

City agrees to indemnify, defend, and hold harmless District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by City, of its duties and responsibilities under this Agreement, unless such performance or non-performance occurred at the direction of or was caused by District. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

District agrees to indemnify, defend, and hold harmless City, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by District, of its duties and responsibilities under this Agreement, unless such performance or non-performance occurred at the direction of or was caused by City. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

14. Understanding of the Parties

This represents the entire understandings of the Parties. Any amendments shall be written and agreed to by both Parties as evidenced by their authorized signatures.

IN WITNESS THEREOF, the Parties agree to the provisions of this MOU by having their authorized agents sign on the following page.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: _____
Signature of Authorized Representative

PRINT NAME_____

PRINT TITLE_____

DATE_____

BOARD MEETING DATE OF APPROVAL/ RATIFICATION_____

CITY OF SANTA CLARITA

BY:_____
Signature of Authorized Representative

PRINT NAME_____

PRINT TITLE_____

DATE_____

TAX ID# _____

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 05/20/09

AGENDA CATEGORY JOINT MEETING

ITEM/TITLE Santa Clarita Transit Pilot Project

- [ ] **ACTION/CONSENT**
- [ ] **ACTION**
- [X] **INFORMATION**
- [X] **DISCUSSION**

BACKGROUND / ANALYSIS:

On January 29, 2009, Michael Wilding, Vice President of Student Services at College of the Canyons (COC), sent written communication to Ken Pulskamp requesting assistance from the City of Santa Clarita to help ease parking congestion at the college's Valencia campus by offering free public transportation to local college students for the first three weeks of the fall semester as a one-time pilot program. Several other community colleges work closely with transit agencies to offer special programs that encourage using public transportation as a means to get to school.

The City responded to Mr. Wilding by expressing an interest in helping COC with this issue, as well as being able to increase transit ridership. Transit staff is taking steps to develop a one-time pilot project that will be effective the first three weeks of the 2009 fall semester. Staff is also researching and evaluating partnership programs that other community colleges have with their respective local transit systems. There are a large number of successful joint partnerships where the colleges utilize parking fees to subsidize students' bus passes.

If the three-week, one-time pilot program is successful and generates enough response, City and COC staff will work together to further develop and establish the joint public transportation partnership that could include College subsidization of COC student public transportation.

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Receive staff presentation and discuss Santa Clarita Transit Pilot Project.

Submitted by:

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 05/20/09

AGENDA CATEGORY JOINT MEETING

ITEM/TITLE Local Public Television Management Update

- [ ] **ACTION/CONSENT**
- [ ] **ACTION**
- [X] **INFORMATION**
- [X] **DISCUSSION**

BACKGROUND / ANALYSIS:

At the December 9, 2008 regular meeting, the City Council appropriated funds in the amount of $205,000 to fund costs associated with the public television studio, including facility lease, equipment upgrades, and operational staffing. At the same time, Council directed the City Manager to initiate efforts with community stakeholders to work towards the creation of a Joint Powers Authority (JPA) to collaborate and economically support Channel 20 and return with an update by the end of April 2009.

In January of 2009, City staff and Channel 20 community stakeholders came together to form a Public Television Committee. The Committee meets monthly with the goal of developing a community-based approach for funding the continued operations of Channel 20. The committee includes representatives from the William S. Hart High Union School District (Gloria Mercado-Fortine and Jamie Castellanos), College of the Canyons (Bruce Fortine and Mitch Capet), KHTS (Carl Goldman), and SCVTV (Leon Worden).

The creation of a JPA represents the preferred approach for multiple local public agencies to pool their financial and/or in-kind resources to fund operational and staffing costs associated with Channel 20. The formation of a JPA would create a separate public entity possessing full regulatory authority for the purposes of exercising the common powers of the Members relating to community public television. Such common powers would include administering or renewing contracts to oversee the management of public television, as well as the ability to finance, manage, procure equipment, and operate a community public television channel.

(Continued)

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Receive staff presentation and discuss Local Public Television Management.

Submitted by:

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

PAGE:	**Two**
AGENDA CATEGORY:	JOINT MEETING
ITEM TITLE:	Local Public Television Management Update
MEETING DATE:	May 20, 2009

Background/Analysis (cont'd):
City staff and Public Television Committee members have also taken efforts to reach out to other local public agencies and special districts to inquire as to their potential interest in participating in the JPA. To date, staff and committee members have reached out to the superintendents of each local elementary school district, Castaic Lake Water Agency, the Sanitation District and Cal Arts to discuss how Channel 20 could help to promote and advance their organizations.

Conceptually, members of the Public Television Committee have discussed the formation of a five-year authority with each participating agency having a seat at the table to determine how best to manage public television resources. As currently proposed, the JPA would be established in a fashion that would identify the Chief Appointed Officer (CAO) of each participating agency as Director to the JPA Board. On an annual basis, each participating agency would make an equal financial contribution to the JPA, either in the form of direct funding, in-kind service, or both, to support public television operations. It is envisioned that the contribution amount of each individual agency will be less each subsequent year as SCVTV develops and grows revenue streams that will ultimately make this operation financially self-sufficient.

Currently, representatives of College of the Canyons, the Hart School District and Castaic Lake Water Agency are reviewing the draft JPA Agreement. Staff anticipates that the CAO of each agency will likely bring the proposed JPA Agreement to their governing board within the next 60 to 90 days for consideration. Participation in the JPA is also currently under consideration by representatives of all local elementary school districts and the Los Angeles County Sanitation District.

City staff continues to work with the Public Television Committee to develop a community-based strategy to fund the annual operating and staff costs for Channel 20. Staff intends to return to the City Council on June 9, 2009 with the finalized JPA Agreement for its consideration. Concurrently, staff will bring forward a budget proposal that outlines recommended FY 2009/10 appropriations to fund capital equipment needs and the City's proportional share of public television operating costs for the coming year.

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
COLLEGE OF THE CANYONS

Board of Trustees Meeting 05/20/09

AGENDA CATEGORY JOINT MEETING

ITEM/TITLE Economic Development: 21 Point Business Plan for Progress

- [ ] **ACTION/CONSENT**
- [ ] **ACTION**
- [X] **INFORMATION**
- [X] **DISCUSSION**

BACKGROUND / ANALYSIS:

At the April 28, 2009 City Council meeting, City Council approved the 21-Point Business Plan for Progress, and directed staff to immediately begin implementation of the plan.

Since the recession began in December 2007, the United States economy has shed nearly four million jobs, while foreclosure filings surpassed three million in 2008 alone. To help combat the crisis, the Federal government approved a $787 billion dollar stimulus package in 2009, allocating $185 billion in spending this year to stimulate the economy and create an estimated one to two million jobs.

While prudent fiscal planning on behalf of the City of Santa Clarita City Council has lessened the affect of the global economic slowdown, which has devastated some local communities, the City is not immune to the hardships of the current recession. Fourth quarter 2008 sales tax numbers were 15 percent below same quarter comparisons and were among the lowest in the City's 21-year history. In addition, the economic crisis has also affected many of our local businesses and residents. The City's current statistics fare far better than national estimates and Los Angeles County as a whole. As of February 2009, only 7.1% or 2,045,671 square feet of the total space for businesses in the City is vacant. Santa Clarita's unemployment rate in February of this year was also significantly less than the County and State levels with a 6.8% unemployment rate for the City of Santa Clarita compared to 11.0% for Los Angeles County and 10.9% statewide. In the Santa Clarita Valley (inclusive of the City of Santa Clarita), home values have begun to increase with sales trending upward since February 2008. Notices of Default in the City continue to be higher than one year ago at this same time, reflecting a 24% increase year to year."

(Continued)

FISCAL IMPLICATIONS:

None.

RECOMMENDATIONS:

Receive staff presentation and discuss Economic Development: 21 Point Business Plan for Progress.

Submitted by:

Approval for submission to Board of Trustees:

Dr. Dianne G. Van Hook
Chancellor

Recommended by:

PAGE:	**Two**
AGENDA CATEGORY:	JOINT MEETING
ITEM TITLE:	Economic Development: 21 Point Business Plan for Progress
MEETING DATE:	May 20, 2009

Background/Analysis (cont'd):
Current economic forecasts state that the dire economic conditions will steadily begin to improve as a result of national and local economic stimulus programs. It is apparent that the City must implement innovative, broad-reaching economic development programs to strengthen our local economy for both the short and long-term.

Per the City Council's commitment to support local-based business organizations, City staff has been maintaining communication and collaborating with other organizations with like-minded goals and initiatives, including representatives from the Santa Clarita Valley Chamber of Commerce, Valley Industrial Association, and College of the Canyons among others. In coordination with these organizations, City staff examined the issues facing local businesses in a brainstorming session, and developed programming to complement, enhance, and renew programs to encourage economic prosperity in Santa Clarita. The result is the 21-Point Business Plan for Progress Program, which aims to enhance local business partnerships, encourage quality job creation in the area, and develop marketing programs to bolster retail spending and attract external dollars to the community. This plan provides structures for strengthening partnerships between the City, Chamber of Commerce, College of the Canyons, Valley Industrial Association, and other economic development-minded organizations. The success of this plan will be increased exponentially by these partnerships.

The City of Santa Clarita's 21-Point Business Plan for Progress programs provide ways to enhance the economy, build upon Santa Clarita's current successes, improve the infrastructure of the City, and develop the local workforce. The overall goal is to implement these programs now to meet today's needs, so as the economy improves, Santa Clarita is in a position to succeed.

As proposed each of these programs will have a one-year sunset to allow for evaluation of success and return on investment.