

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Diana Langley, Interim City Manager

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**Summary**

**Subject:** Sutter County Board of Supervisors use of City Council Chambers  
**Recommendation:** Authorize the Mayor to execute an Agreement with Sutter County for the use of the Yuba City Council Chambers for two Board of Supervisor Meetings and two Sutter County Planning Commission Meetings per month  
**Fiscal Impact:** \$12,000 in rental fees annually for the lease of the Chambers to off-set costs for maintenance and equipment

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**Purpose:**

To set terms for the use of the City Council Chambers by Sutter County to hold Board of Supervisors and Planning Commission meetings.

**Background:**

The Sutter County Interim Administrator, Steve Smith, approached the City regarding a need for a facility that is furnished with the equipment and amenities necessary to hold, conduct, broadcast and record the public meetings of its legislative bodies. Currently, the Board of Supervisors conducts their public meetings in the Sutter County Hall of Records, which was built in 1871.

**Analysis:**

The Board of Supervisors meets on the second and fourth Tuesdays of every month beginning at 3:00 p.m. and the Sutter County Planning Commission meets on the first and third Wednesdays of every month beginning at 6:00 p.m. These meeting dates and times for the most part do not impact regular scheduled City meetings. There is a conflict on a quarterly basis between the City's Parks & Recreation Commission and the County's Planning Commission meetings. However, adjustments can be made to address the conflict. The daytime meetings of the Board of Supervisors will impact parking for City Hall customers. To help mitigate this, County employees will not use the front and back parking lots between 8:00 a.m. and 5:00 p.m.

The proposed agreement addresses the following:

- County will develop additional parking to a level that meets City development standards in the vacant area south of City Hall within six months of the effective date of the agreement.
- County staff will be trained by City staff on the audio and visual equipment necessary to record meetings and County may provide additional equipment for County use.
- County may, with the express written consent of the City, make temporary cosmetic alterations to properly identify the facility as the meeting place for the Board of Supervisors. Such alterations

shall include, but not be limited to, the installation of signage and the County's seal, maps, diagrams, and name plates consistent with the aesthetics of the building.

- Either party may at any time terminate this agreement upon 60 days prior written notice
- The City will not incur additional liability exposure as a result of the agreement

Sutter County has not yet identified when they will begin using the Council Chambers.

**Fiscal Impact:**

The County will pay \$1,000 a month for the use of the City Council Chambers, to include two meetings for the Board of Supervisors and two meetings for the Sutter County Planning Commission. The fee will off-set the cost of custodial services, building maintenance, and wear and tear on the Chamber's audio and video equipment.

\$500 a month to the Technology Replacement Fund Account # 622-49010

\$500 a month to the City Hall Facility Maintenance Fund Account # 301-49010 & 901023-65501

**Alternatives:**

- 1) Do not authorize the agreement
- 2) Direct staff to negotiate different terms

**Recommendation:**

Authorize the Mayor to execute an Agreement with Sutter County for the use of the Yuba City Council Chambers for two Board of Supervisor Meetings and two Sutter County Planning Commission Meetings per month

**Attachments:**

1. Proposed Agreement

**Prepared By:**

*[/s/ Terrel Locke](#)*

Terrel Locke  
Assistant to the City Manager

**Submitted By:**

*[/s/ Diana Langley](#)*

Diana Langley  
Interim City Manager

**Reviewed By:**

Finance  
City Attorney

[RB](#)  
[SLC by email](#)

# ATTACHMENT 1

**COUNCIL CHAMBERS USE AGREEMENT  
BETWEEN THE CITY OF YUBA CITY AND THE COUNTY OF SUTTER**

This Use Agreement (“Agreement”) is made and entered into by and between the City of Yuba City, a municipal corporation (“City”) and the County of Sutter, a political subdivision of the State of California (“County”) (each a “Party” and collectively, the “Parties”).

**RECITALS:**

A. City owns, maintains and operates the facility commonly referred to as the Council Chamber at City Hall which is located at 1201 Civic Center Boulevard, Yuba City, California.

B. The County has a need for a facility that is furnished with the equipment and amenities necessary to hold, conduct, broadcast and record public meetings of its legislative bodies; and

C. The Parties desire to make the Council Chambers available to the use of County for the meetings of its legislative bodies. This Agreement is intended to formalize the understanding between the Parties regarding the County’s use and operation of the City Council Chamber.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and upon the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Use of Council Chamber. City grants to County the right to use, under the terms and conditions in this Agreement the property, structure, fixtures and equipment referred to as the Council Chamber at City Hall located at 1201 Civic Center Boulevard, Yuba City, California, which includes public and private restrooms, a lobby, a main meeting room, and a room designed as the Fremont Room (hereinafter collectively referred to as “Council Chamber”). City also grants to County the right to enter upon and have ingress to and egress over City’s property to enter and exit the Council Chamber.

2. Meetings. County shall be allowed to use the Council Chamber for the following meetings:

A. County’s Board of Supervisors meetings on the second and fourth Tuesdays of every month, beginning at 3:00 p.m. In the event that the City’s City Council has a meeting scheduled on the same evening, the Board of Supervisors will vacate the

Council Chamber by 5:00 p.m. City will endeavor to provide County with sufficient advance notice of any such City Council meetings.

B. County Planning Commission meetings on the First and Third Wednesdays of every month beginning at 6:00 p.m.

C. Any other special County meetings for its legislative bodies will be subject to the availability of the Council Chamber. City's use of the Council Chamber shall have preference over County's use and County shall be required to find an alternative meeting location upon request of the City.

3. Access. County shall have access to Council Chamber as necessary to fulfill the intent of this Agreement and shall be provided with a key to the facility to minimize disruption to City staff. County shall work with City staff to arrange for the arming and disarming of the City's alarm system.

a. County shall have access to the outdoor bulletin board located at 1201 Civic Center Boulevard and rights to post public notices related to meetings to be held at the Council Chamber.

4. Audio/Visual Equipment. County staff are to be trained by City on City audio and visual equipment necessary to record meetings and County may provide additional equipment for County use.

5. Parking. County acknowledges that use of the City Council Chambers during the designated times will create additional parking impact at City Hall. Accordingly, the Parties agree to the following: (1) During times of County use of the Council Chambers for meetings that occur between the hours of 8 a.m. and 5 p.m., County employees will not park in the front or back parking lots of City Hall; and (2) within six (6) months of the effective date of this Agreement, the County will improve the additional parking lot on County owned property on the south side of City Hall to a level that meets City development standards.

6. Effective Date. This Agreement shall be approved by the City Council for the City of Yuba City and Board of Supervisors of the County of Sutter and shall become effective upon final execution by all parties hereto.

7. Term. This Agreement shall become effective upon final execution by all parties hereto and shall continue until terminated in accordance with the terms of this Agreement.

8. Use Fee. County shall pay to City, without demand, a monthly Use Fee in the lump sum amount of \$1,000.00. Said fee shall be inclusive of all wear and tear to the Council Chamber and any equipment contained therein, and shall cover all operation and

maintenance costs associated therewith, including but not limited to, janitorial costs and the cost of water, sewer, electricity, gas, heating and air conditioning. The Use Fee shall be paid monthly in advance on or before the first day of each month and shall be made to City at the address specified in this Agreement or to such other place as City may from time to time designate in writing.

9. Alterations by County. County may, with the express, written consent of the City, make temporary cosmetic alterations to the Council Chamber necessary to properly identify the facility as the meeting place for the Sutter County Board of Supervisors. Such alterations shall include, but shall not be limited to, the installation of signage and the County's seal, maps, diagrams, and name plates consistent with the aesthetics of the building. Any alteration that covers or obscures the City's signage, seal, photographs, artwork, maps, diagrams, or name plates shall be made removable so that they may be removed after the County meetings.

10. Maintenance, Repair and Custodial Services. During the term of the Agreement, City shall, at its sole cost and expense, keep the Council Chamber in good repair, including but not limited to: (1) maintaining and repairing the structural portions of the building, exterior walls, roof, landscape areas, and sidewalks; (2) maintaining and repairing the heating, air conditioning and ventilation, electrical, plumbing, sprinkler and fire suppression systems; and, (3) making all repairs or alterations that may be required by governmental authorities. These obligations shall not include those repairs occasioned by the negligent use or misuse of those systems by County, its employees, agents, guests or invitees. City shall also provide custodial maintenance services for the Council Chamber occasioned by the general operation of the facility during normal business hours. County shall keep the Council Chamber in good and sanitary order and condition, and, at its sole cost and expense, repair all damage caused by its negligent use.

11. Subleasing or Assigning. County shall not be permitted to sublet any part of the Council Chamber or assign this Agreement or any interest therein.

12. Taxes, Assessments and Fees. During the term of this Agreement, City shall be solely responsible for the payment of any and all taxes, assessments, fees and/or other charges levied or assessed upon or against the Council Chamber and/or any of the contents therein.

13. Indemnification. Both Parties agree to indemnify, save, hold harmless and defend the other Party, its officers, agents, employees and volunteers from any and all costs, expenses, damages, liabilities, claims, and losses occurring or resulting from, the negligent or wrongful acts of their officers, agents, employees and volunteers in connection with this Agreement. Negligent or wrongful acts by members of the public at the County meetings shall not be deemed to be the liability or responsibility of the City or County.

14. Insurance. County agrees to maintain an insurance, self-insurance, or other coverage program adequate to cover its liabilities arising out of the use of the Council Chamber or performance under this Agreement, including worker's compensation. The County hereby agrees to waive rights of subrogation which any insurer of County may acquire from County by virtue of the payment of any loss. County agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

15. Notices. All correspondence regarding this Agreement, including any payments, notices, or demands shall be directed to the following persons at the following addresses either by personal delivery (including overnight delivery services) or by U.S. Mail, postage prepaid:

City: City Manager  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, California 95993

County: County Administrative Officer  
County of Sutter  
1160 Civic Center Boulevard, Suite A  
Yuba City, California 95993

16. Termination. Either party hereto may at any time, at its sole discretion and for any cause whatsoever, terminate this Agreement upon sixty (60) days prior written notice.

17. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

18. Compliance with Law. City and County shall each comply with all Federal, State, and local statutes, ordinances, regulations, rules and orders that concern the use and safety of the Council Chamber.

19. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver

of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

21. Cumulative Rights. The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law or identified as such in this Agreement.

22. Amendments. Modifications or amendments to this Agreement shall be in writing and executed by both parties.

23. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

24. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

25. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

26. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees and costs, whether or not the matter proceeds to judgment."

27. Security. County is solely responsible for maintaining security and providing security personnel during County's use of the Council Chamber. Such personnel shall cooperate with the City's Police Department at all times, and the County shall notify the City's Police Department in advance if it believes there may be a reasonable possibility of a security risk given the nature of the County meeting, etc. Nothing in this Agreement requires the City to provide security services at County meetings using the Council Chamber.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first written above.

COUNTY OF SUTTER

CITY OF YUBA CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

CHAIRPERSON, SUTTER COUNTY  
BOARD OF SUPERVISORS

MAYOR, CITY OF YUBA CITY



DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

ATTEST:

DONNA JOHNSTON  
SUTTER COUNTY CLERK

PATRICIA BUCKLAND  
CITY CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SUTTER COUNTY COUNSEL

By: \_\_\_\_\_  
CITY ATTORNEY