

CITY OF YUBA CITY
STAFF REPORT

Date: September 6, 2022
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Brad McIntire, Community Services Director

Summary

Subject: Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California, Inc.

Recommendation: A. Adopt a Resolution which authorizes the City Manager to execute a Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California Inc

B. Adopt a Resolution approving the name of the proposed bocce ball courts, "Montna Bocce Ball Courts" per the Parks & Facilities Naming Policy for 20 years

Fiscal Impact: \$300,000 – CIP Account No 1305 (Bocce Ball Courts)
\$1,500 per year for maintenance to be performed by City of Yuba City

Purpose:

To provide additional recreational opportunities to our community, including individuals with special needs.

Council's Strategic Goal:

Improving infrastructure, and improving the quality of life for our community.

Background:

The Yuba/Sutter Special Olympics is an active member of the Special Olympics Northern California Inc. The Yuba/Sutter Special Olympics was created in 1968 by four families which had children with disabilities. One of the four founding families was the Montna family, which included father Larry, mother Norma, and their son, Butchie. Larry and Norma donated funds to build Butchie's Pool back in 1980, which was in service from 1980 to 2016. Larry passed away in 2020 and Norma passed away in 2017. Their estate plan included a \$300,000 donation to the Yuba/Sutter Special Olympics.

In the Fall of 2021, Mr. T.J. Fetters, the Area Director for Yuba/Sutter Special Olympics, approached City staff requesting the City construct new bocce ball courts at Gauche Aquatic Park (GAP). For the past seven years, the Yuba/Sutter Special Olympic teams have utilized the two bocce courts at Kingwood Park. Due to the high usage of the courts at Kingwood Park and the desire to facilitate

tournaments and increase participation, it was determined that GAP was the best location for new courts.

Analysis:

Participation in bocce ball has been growing from year to year. The construction of the bocce ball courts could facilitate more opportunities and tournaments for the local participants in the Yuba/Sutter Special Olympic organization.

City staff proposes a project which would construct four bocce ball courts, eight benches, four shade structures, and an entrance sign into a currently low-use area at GAP. The cost of the project is estimated to be around \$280,000. Execution of the twenty-year Donation and Facility Use Agreement between the City of Yuba City and the Special Olympics will allow the City to receive funds upfront for the project cost, providing more opportunities in our community for citizens to participate in bocce ball and promoting strong partnerships between the City and our local community.

Fiscal Impact:

\$300,000 – CIP Account No 1305 (Bocce Ball Courts)
\$1,500 per year for maintenance to be performed by City of Yuba City

Alternatives:

Do not authorize the City Manager to execute the Agreement with the Special Olympics Northern California Inc.

Do not approve the proposed name of "Montna Bocce Ball Courts".

Recommendation:

- 1) Adopt a Resolution which authorizes the City Manager to execute a Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California Inc.
- 2) Adopt a Resolution approving the name of the proposed bocce ball courts, "Montna Bocce Ball Courts" per the Parks & Facilities Naming Policy for 20 years.

Attachments:

1. Location Map
2. Rendering of the project
3. Resolution - Agreement
4. Resolution - Naming of proposed bocce ball courts

Prepared By:
Maddy Laffond
Community Services Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

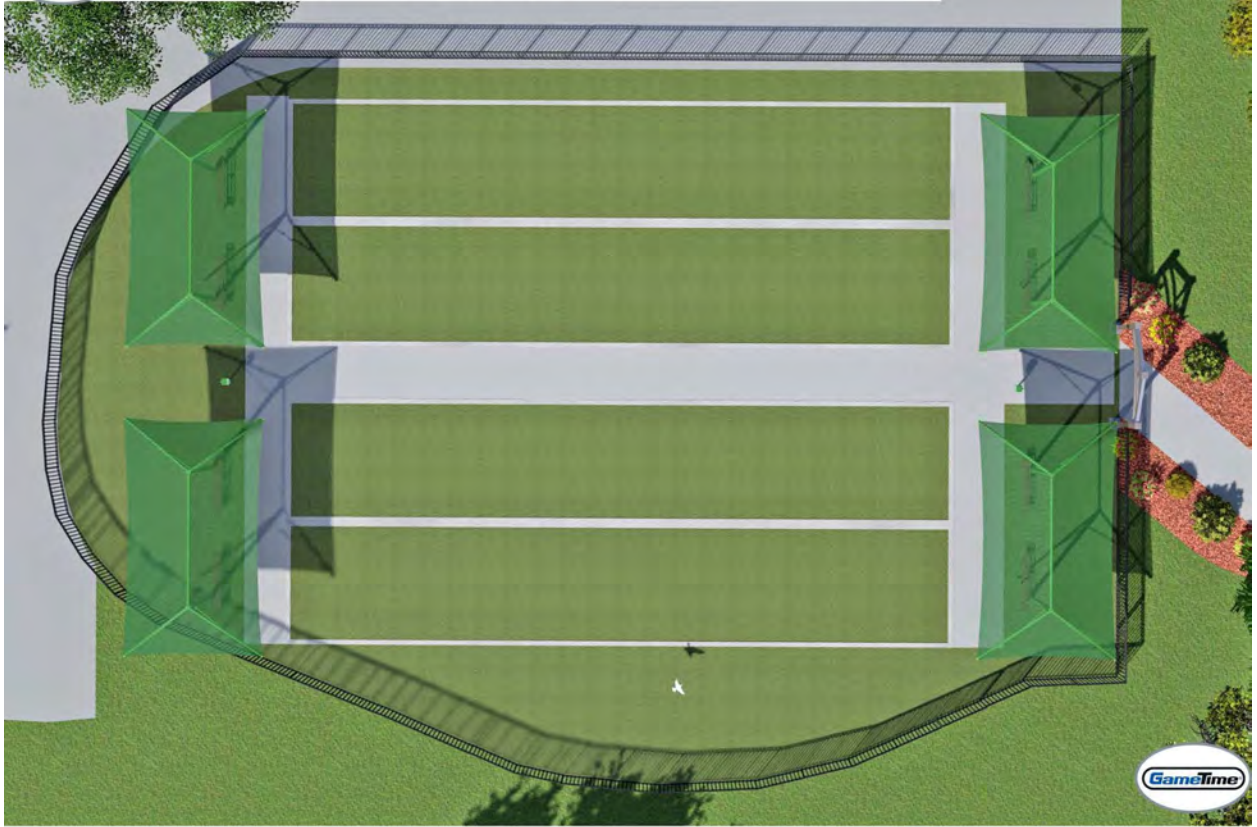


Proposed
bocce ball
courts

ATTACHMENT 2



GAP Bocce Courts Yuba, CA





GAP Bocce Courts Yuba, CA



ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY;
AUTHORIZE THE CITY MANAGER TO EXECUTE A DONATION AND
FACILITY USE AGREEMENT BETWEEN THE CITY OF YUBA CITY AND
SPECIAL OLYMPICS NORTHERN CALIFORNIA INC.**

WHEREAS, the City recognizes the importance provide recreational opportunities to our community, including individuals with special needs; and

WHEREAS, a \$300,000 donation has been made by the Larry and Norma Montna Trust to the Yuba/Sutter Special Olympics for the construction of the new bocce ball facility; and

WHEREAS, the Yuba/Sutter Olympics has designated the City of Yuba City to receive their donation in order to construct 4 bocce ball courts at Gauche Aquatic Park;

WHEREAS, execution of the twenty-year Donation and Facility Use Agreement between the City of Yuba City and the Special Olympics will allow the City to receive funds for the entire project cost;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

Authorizes the City Manager to execute a Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California Inc.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 6TH day of September 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California, Inc.

EXHIBIT A

DONATION AND FACILITY USE AGREEMENT FOR BOCCE BALL COURTS AT GAUCHE AQUATIC PARK

This DONATION AGREEMENT FOR BOCCE BALL COURTS AT GAUCHE AQUATIC PARK (“Agreement”) is made and entered into this ~~August 16~~ ^{August 16} August, 2022, by and between the City of Yuba City, a municipal corporation (“CITY”), and Special Olympics Northern California, Inc., a California non-profit corporation (“DONOR”). For the purposes of this Agreement, CITY and DONOR may be referred to herein individually as a “Party” or collectively as “Parties”.

RECITALS

A. CITY is the owner in fee of Gauche Aquatic Park in the City of Yuba City, County of Sutter, located at 421 C Street (“Park”).

B. CITY desires to construct 4 bocce ball courts, which will include 8 benches, 4 shade structures, an entrance sign recognizing DONOR, and fencing (collectively, “Courts”) at the Park for public use and enjoyment.

C. DONOR will issue a check to City in the amount of \$300,000.00 to cover the cost of constructing the Courts for the benefit of CITY and its residents.

AGREEMENT

1.0 INCORPORATION OF RECITALS

The above-stated recitals are true and correct and incorporated herein by this reference.

2.0 CITY’S RESPONSIBILITIES

2.1 CITY is solely responsible for designing and constructing the Courts and for paying all contractors and purveyors that provide materials and/or services in connection with the construction of the Courts. Upon completion and acceptance of the Courts, the CITY shall be solely responsible for the care and maintenance of the Courts at all times thereafter.

2.2 CITY is solely responsible for obtaining any and all required permits and for ensuring the Courts are authorized in compliance with all applicable law, including the California Environmental Quality Act (“CEQA”). CITY shall comply with all laws in constructing the Courts, including requiring all successors, assigns, occupants, tenants, contractors, and subcontractors to comply with all applicable laws including paying prevailing wages for the construction of the Courts in compliance with Labor Code section 1720 et seq.

2.3 CITY shall keep and maintain, or cause to be kept and maintained, financial books and records documenting the costs expended on the Courts in accordance with the CITY’s standard accounting practices. These financial books and records shall include reasonable supporting documentation relative to all costs incurred for the Courts and each source of revenue

used to pay for such costs. Such records shall be maintained until the second anniversary after the Notice of Completion is filed with the County.

2.4 Within 60 days following the date that the Notice of Completion is filed with the County, CITY shall provide DONOR with a full accounting of all costs associated with the Court, as evidenced by detailed invoices ("Accounting"). The source(s) of all funds used by CITY to pay for any and all costs associated with the Court must be identified in the accounting.

2.5 The CITY shall keep and maintain the Courts for twenty years, unless otherwise agreed by DONOR and the CITY in writing.

3.0 DONOR'S RESPONSIBILITIES

DONOR agrees to issue a check to CITY in the amount of \$300,000.00 to cover the costs of the Courts within 30 days of the execution of this Agreement.

Within 60 days following the filing of the Notice of Completion, City shall return any remaining portion of the \$300,000.00 to DONOR in the form of a check, along with the Accounting in Section 2.4.

4.0 DONOR'S USE OF THE COURTS

The CITY shall reserve primary use of the Courts by DONOR at no cost to DONOR during the dates and times set forth in the Courts Use Schedule attached hereto as Exhibit "A". If DONOR is late or does not use the Courts during the scheduled dates and times (i.e., a "no show"), other members of the public may use the Courts during that time until DONOR actually appears and is ready, willing, and able to use the Courts. Notwithstanding, DONOR shall not be entitled to use the Courts during any period when the Courts are closed for repairs, maintenance, or are otherwise closed due to public health and safety considerations including those related to emergency orders or directives from County Health officials.

5.0 NO LIABILITY; INDEMNIFICATION

Neither DONOR, nor any officer, employee, agent, or authorized volunteer thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted by CITY, its officers, employees, agents contractors, or subcontractors, under or in connection with any work, authority, or jurisdiction of CITY under this Agreement or in relation to the construction, maintenance, ownership, control, or operation of the Courts.

To the full extent permitted by law, CITY agrees to indemnify, defend and hold harmless DONOR, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with CITY's construction of the Courts or DONOR's issuance of a check to City to

cover the costs of construction of the Courts. CITY's indemnification does not extend to any claims or liabilities that may be asserted or claimed arising out of or in connection with DONOR's exclusive use of the Courts during the dates and times specified in Section 4 of this Agreement.

6.0 NOTICES

Unless otherwise provided herein, all notices required to be given pursuant to this Agreement must be given in writing and delivered in person with acknowledged receipt, by overnight courier for next business day delivery with signature required, or by certified mail, return receipt requested, and sent to the intended recipient at the address set forth below:

To CITY:

City of Yuba City
Attn: Community Services Department
1201 Civic Center Blvd.
Yuba CITY, CA 95993

To DONOR:

Special Olympics Northern California, Inc.
Attn: David Solo
3480 Buskirk Ave, #340
Pleasant Hill, CA 94523

Any notice delivered or sent as provided above will be deemed to have been properly made on the same day it is hand delivered (even if such delivery is refused), on the first business day after delivery to an overnight courier service with instructions for deliver on the next business day, or the third business day after being deposited in the U.S. Mail, certified with return receipt requested. Either party to this Agreement may change its address for notices hereunder by providing notice of such change to the other party in the manner set forth above.

7.0 MISCELLANEOUS

7.1 Governing Law. In the event of any dispute regarding the meaning and effect of this Agreement, the laws of the State of California shall apply, and venue shall lie in the Superior Court of the County of Sutter, State of California.

7.2 Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with other terms and provisions contained in this Agreement.

7.3 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

7.4 No Third-Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

7.5 Successors and Assigns. The terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

7.6 Further Cooperation. The Parties agree to execute, acknowledge if appropriate, and deliver any and all documents and cooperate in performing any and all acts in any commercially reasonable manner as may be necessary to carry out the intent of this Agreement as set forth in the Recitals and implement the terms and conditions of this Agreement.

7.7 Complete Agreement and Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations and agreements between the Parties, whether written or oral. This Agreement may be amended only by written instrument signed by both the CITY and DONOR.

7.8 Electronic Signatures and Counterparts. Any Party may execute this Agreement using an "electronic signature," as that term is defined in California Civil Code Section 1633.2, or a "digital signature," as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. This Agreement may be executed in counterparts (signatures may be by facsimile or electronic mail), each of which is hereby declared to be an original. All, however, shall constitute but one and the same Agreement.

7.9 Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by workforce strikes, riots, fire, flood, war, terrorism, governmental action, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or acts of God.

7.10 Term. This Agreement shall remain in effect until the twentieth anniversary after the Notice of Completion of the Courts is filed with the County.

[Signatures on following page]

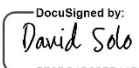
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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

DONOR:

Special Olympics Northern California, Inc., a California non-profit corporation

By:  _____
Name: David L. Solo
Its: President and CEO

CITY:

City of Yuba City, a California municipal corporation

By: _____
Diana Langley
City Manager

ATTEST:

Ciara Wakefield,
City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A"
Courts Use Schedule

	Number of Courts Utilized	
	5:30 – 7:30 pm	7:00am – 4:00pm
	Tuesdays	First Saturday of the Month
January	-	-
February	-	-
March	4	-
April	4	-
May	4	4
June	-	-
July	-	-
August	-	-
September	-	-
October	-	-
November	-	-
December	-	-

ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
NAMING THE PROPOSED BOCCE BALL COURTS, "MONTNA BOCCE BALL
COURTS" PER THE CITY PARKS AND FACILITIES NAMING POLICY FOR 20
YEARS**

WHEREAS, the City wishes to recognize those who have created and improved the quality of life for City residents; and

WHEREAS, Larry and Norma Montna have made extraordinary, lasting, and significant contributions to the City of Yuba City, the region, and even the State of California, including i) helping start the Yuba/Sutter Special Olympics in 1968; starting and operating Butchie pool from 1979-2016; serving as a County Supervisor for District 1 for two terms, serving as a member of both the Early Riser Rotary of Yuba City and the Noon Kiwanis Yuba City/Marysville; and serving as a State Board member in Support of Citizens with Intellectual Handicaps; and

WHEREAS, both Mr. and Ms. Montna have been residents of the City of Yuba City for more than 20 years; and

WHEREAS, both Mr. and Mrs. Montna have passed away more than three years ago; and

WHEREAS, Mr. and Ms. Montna have made significant contributions, which will result in the creation of bocce ball courts at Gauche Aquatic Park, as a result of them leaving \$300,000 in their estate plan to be donated to the Yuba/Sutter Special Olympics; and

WHEREAS, Mr. and Ms. Montna have met the criteria for naming of a public facility after them consistent with the City's adopted City Parks and Facilities Naming Policy; and

WHEREAS, the City Council desires to name the new bocce ball courts at Gauche Aquatic Park the "Montna Bocce Ball Courts."

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The recitals are true and correct, and are incorporated herein by reference.
2. In recognition of Mr. and Ms. Montna, the City Council formally adopts the name of "Montna Bocce Ball Courts" for the new bocce ball courts located at Gauche Aquatic Park. The name shall be in effect for 20 years.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 6TH day of September 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Letter from T.J. Fetters, Yuba-Sutter Special Olympics Area Director

EXHIBIT A



YUBA-SUTTER SPECIAL OLYMPICS

**Thomas J. Fetters
Area Director
2285 Stonybrook Dr.
Yuba City, CA 95991
530-673-2961**

August 8th, 2022

To Whom It May Concern,

I am writing about the accomplishments of Larry and Norma Montna for the past 50 years to the Yuba/Sutter Community. This is limited to the accomplishments that I am aware of as I know there are many more that I did not know about. They did not take credit for their accomplishments as their purpose in life was to help make the Yuba/Sutter community the very best it could be.

- A. Help start the Yuba/Sutter Special Olympics In 1968
- B. Started, established and operated Butchie Pool 1979-2016
- C. District 1 Board of Supervisor's two terms
- D. Member of Early Riser Rotary of Yuba City
- E. Member Noon Kiwanis Yuba City/Marysville
- F. State Board Member In Support of Citizens with Intellectual Handicaps.

I met the Montna's in 1976 as I became a Member of the Board of Directors for the Yuba/Sutter Special Olympics. During the 40+years they were my Mentor's as I moved up to the Volunteer Area Director in 1989. It was an extreme honor to call these wonderful people my friend.

A handwritten signature in blue ink, appearing to read "T.J. Fetters", is written over a horizontal line.

T.J. Fetters
Volunteer Area Director Yuba/Sutter Special Olympics