

CITY OF YUBA CITY  
STAFF REPORT

**Date:** December 20, 2022  
**To:** Honorable Mayor & Members of the City Council;  
**From:** Community Services Department  
**Presentation By:** Brad McIntire, Community Services Director

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**Summary**

**Subject:** Shared Use Agreement between the City of Yuba City and Yuba City Unified School District

**Recommendation:** Adopt a Resolution authorizing the Community Services Director to execute a shared use agreement between the City of Yuba City and Yuba City Unified School District, subject to approval as to legal form by the City Attorney

**Fiscal Impact:** There is no fiscal impact.

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**Purpose:**

Provide access to public funded facilities for our Yuba City residents.

**Council's Strategic Goal:**

This item supports Council's overarching goal of improving the Quality of Life for Yuba City residents and creating partnerships within the City of Yuba City.

**Background:**

The City of Yuba City and Yuba City Unified School District (YCUSD) have partnered in sharing facilities for over 30 years. The Recreation Division utilizes school gymnasiums, tracks, and athletic fields. Historically, Yuba City Recreation programs have facilitated over 1,600 participants through youth sports programs and camps that have been located on YCUSD properties. YCUSD has utilized Gauche Aquatic Park since it opened for competitive swim teams and diving teams from Yuba City High and River Valley High, starting in February and ending in May.

**Analysis:**

To formalize the shared use of YCUSD and City facilities, attached is a proposed Shared Use Agreement (Agreement). Pertinent terms of the Agreement are as follows:

- YCUSD desires to use Gauche Aquatic Park (GAP), Feather River Parkway (FRP), and City Parks/Facilities.
- The City desires to use April Lane Elementary School, Gray Avenue Middle School, Barry

Elementary School, Butte Vista Elementary School, Tierra Buena Elementary School, Andros Karperos Elementary School, Lincrest Elementary School, Lincoln Elementary School, Park Avenue Elementary School, Riverbend Elementary School, Yuba City High School and River Valley High School.

- The term of the Agreement shall commence on January 1, 2023, and terminate on December 31, 2027, and shall be automatically extended on a year-to-year basis, unless either party provides the other party written notice of intent not to extend at least fifteen (15) days prior to annual renewal.
- Stadium field lighting at the Facilities shall be scheduled by at no charge for the first year of the Agreement, and charges thereafter, if any, shall be agreed upon in writing by the District Superintendent and City Manager.
- Both parties shall receive priority use over third-party rentals.
- Each party shall make available its own staff including custodial and janitorial services, of its respective facilities at no charge to the other party.

The YCUSD Board approved the agreement at their last Board Meeting on December 13, 2022.

**Alternatives:**

- 1) Reject the terms of the agreement
- 2) Look for other facilities to rent

**Recommendation:**

Adopt a Resolution authorizing the Community Services Director to execute a shared use agreement between the City of Yuba City and Yuba City Unified School District, subject to approval as to legal form by the City Attorney.

**Fiscal Impact:**

There is no fiscal impact.

**Attachments:**

1. Resolution

Prepared By:  
Brad McIntire  
Community Services Director

Submitted By:  
Diana Langley  
City Manager

# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY;  
AUTHORIZE THE COMMUNITY SERVICES DIRECTOR TO EXECUTE A  
SHARED USE AGREEMENT BETWEEN THE CITY OF YUBA CITY AND  
YUBA CITY UNIFIED SCHOOL DISTRICT**

**WHEREAS**, the City of Yuba City and Yuba City Unified School District has partnered in sharing facilities for over 30 years.; and

**WHEREAS**, both Yuba City Unified and City of Yuba City agree to provide the cost of maintenance, janitorial costs, provide bathrooms and parking; and

**WHEREAS**, both parties have priority for facility use over third-party rentals;

**WHEREAS**, Historically, Yuba City Recreation programs have facilitated over 1,600 participants in our youth sport programs and camps that have been located on Yuba City Unified School District properties;

**WHEREAS**, Yuba City Unified School Board approved the agreement at their last Board Meeting on December 13, 2022;

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

The City Council authorizes the Community Services Director to execute a shared use agreement between the City of Yuba City and Yuba City Unified School District in substantially the same material terms and conditions as the draft agreement attached as Attachment "A" to this Resolution, subject to approval as to legal form by the City Attorney.

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 20<sup>TH</sup> day of December 2022.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Wade Kirchner, Mayor

ATTEST:

\_\_\_\_\_  
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

Exhibit A: Shared use agreement between the City of Yuba City and Yuba City Unified School District

# EXHIBIT A

**AGREEMENT**  
**between the**  
**CITY OF YUBA CITY and YUBA CITY UNIFIED SCHOOL DISTRICT**  
**for the shared use of**  
**YUBA CITY UNIFIED SCHOOL DISTRICT SPORTS FIELDS AND**  
**GYMNASIUMS**  
**AND**  
**CITY OF YUBA CITY**  
**GAUCHE AQUATIC COMPLEX, FEATHER RIVER PARKWAY, AND**  
**CITY PARKS**

THIS AGREEMENT ("Agreement") is by and between the CITY OF YUBA CITY, a municipal corporation, acting by the Yuba City Community Services Department ("City") and the YUBA CITY UNIFIED SCHOOL DISTRICT ("District"), each also individually referred to as "Party" and collectively referred to as the "Parties."

The Parties agree as follows:

**Recitals**

WHEREAS, Sections 10900-10916, inclusive, of the California Education Code, authorize cities and school districts to organize, promote and conduct programs of community recreation as well as contribute to the attainment of general education and recreational objectives for children and adults of the State; and

WHEREAS, District owns, maintains, and operates (i) two (2) multi-use, all-weather, synthetic sports fields and tracks ("District Synthetic Fields") at Yuba City High School and River Valley High School; as well as (ii) grass sports fields located at each school site throughout the district and (iii) School gymnasiums and/or Multi-Purpose Rooms. See Exhibit "A".

WHEREAS, the District desires to use Gauche Aquatic Park (GAP), Feather River Parkway (FRP), and City Parks/Facilities.

WHEREAS, City desires to use the following: April Lane Elementary School, Gray Avenue Middle School, Barry Elementary School, Butte Vista Elementary, Tierra Buena Elementary School, Andros Karperos Elementary School, Lincrest Elementary, Lincoln Elementary, Park Avenue Elementary School, Riverbend Elementary School, Yuba City High School, and River Valley High School.

WHEREAS, parties have expressed their support and intent to provide for joint use of the spaces listed above in cooperation between the parties provided that certain conditions are met, as set forth herein.

## **Terms**

Parties' authorization for reciprocal use of City Synthetic Fields and District Synthetic Fields/Tracks (collectively the "Facilities") is expressly conditioned on the following provisions:

### **1. Effective Date Termination.**

- a. Term. The term of this Agreement shall commence on January 1, 2023 , and terminate on December 31, 2027 ("Term"). The Term shall be automatically extended on a year-to-year basis, unless either party provides the other party written notice of intent not to extend at least fifteen (15) business days prior to annual renewal.
- b. Early Termination Without Cause. Either Party may terminate this Agreement prior to the expiration of its Term by giving the other Party a thirty (30) day written notice of termination.
- c. Early Termination for Cause. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement by providing notice to the breaching Party in accordance with Section 9 of this Agreement. Such notice of termination shall be effective as set forth in Section 9 below.

### **2. Use of Facilities.**

- a. District Sports Fields, District Gymnasiums, and School Spaces: District shall have sole possession and use of District Sports Fields, District Gymnasiums, and School Spaces during the hours that schools are in operation ("School Hours") unless otherwise agreed to by Parties in writing. The Parties shall cooperate and coordinate as necessary for scheduling City's use of District Synthetic Fields/Tracks and school spaces on an equal use basis.
- b. Gauche Aquatic Park (GAP), Feather River Parkway (FRP), and City Parks/Facilities: City shall have sole possession and use of City Spaces listed above during the hours that City programs are in operation ("Park and Rec. Hours") unless otherwise agreed to by the Parties in writing. Parties shall cooperate and coordinate as necessary for scheduling City's use of District Synthetic Fields/Tracks and school spaces on an equal use basis.
  - i. When City uses District Sports Fields, District Gymnasiums, and School Spaces, such use shall also include related parking facilities and restrooms for a reasonable time prior to, during, and after such use.
  - ii. When District uses City Spaces such use shall also include related parking facilities and restrooms for a reasonable time prior to, during, and after such use.
  - iii. The Recreation Supervisor shall be the primary point of contact for all requests involving City/District facility utilization. The Director of Facilities shall be the primary point of contact for all requests involving District/City facility

utilization.

- iv. The schedule shall be monitored, reviewed, and updated as needed by the Recreation Supervisor, District Director of Facilities, and coordinators of school site operations through quarterly City/School District Joint Facilities Use meetings.
  - v. City shall receive priority for use of District Sports Fields, District Gymnasiums, and School Spaces after official school-related programs have been scheduled. Third-party rentals (non-City or District) will receive last priority.
  - vi. The District shall receive priority for use of Gauche Aquatic Park (GAP), Feather River Parkway (FRP), and City Parks after official City related programs have been scheduled. Third-party rentals (non-City or District) will receive last priority.
  - vii. District Sports Fields, District Gymnasiums and School Spaces may be requested: School Year: Monday through Friday, 4 – 9 p.m.; Saturday, 8 a.m. – 9 p.m.; Sunday, 8 a.m. – 5 p.m.; Summer: Monday through Saturday, 8 a.m. – 9 p.m.; Sunday, 8 a.m. – 5 p.m.
  - viii. Gauche Aquatic Park (GAP), Feather River Parkway (FRP), and City Parks: School Year: Monday through Friday, 3:30 – 10 p.m.; Saturday and Sunday, 8 a.m. – 10 p.m.; Summer: Daily, 8 a.m. – 10 p.m.
- c. Clean-Up. The Party using the other Party's Facilities shall be responsible for clean-up after each such use. Should the Party whose facility has been used by the other Party need to assume custodian or janitorial costs due to the other Party's use of the Facilities and failure to clean-up, such costs shall be documented and may be billed to the responsible Party with sufficient information accompanying the billing to identify the reason for the required additional custodian or janitorial service. Each Party shall communicate information regarding clean-up problems noted to the other Party in an effort to improve conditions. Janitorial fees may apply for tournament-style events.
- d. Maintenance. Each Party will use reasonable efforts to ensure that its respective Facilities are maintained in operable condition twelve (12) months each year, except for those periods of time required for repair or maintenance. Additional maintenance provisions are set forth in Section 3, below.
- e. Right to Cancel. City and District may cancel scheduled use at any time to perform emergency maintenance of Facilities. Each Party shall provide the other Party with telephone and email contact information of personnel who will provide or receive notification of unscheduled emergency closure or unavailability of all or portions of the Facilities.
- f. Equipment. Parties agree to share recreational apparatus and equipment related to use of Facilities, including, but not limited to, soccer goals/nets, lacrosse goals/nets, football

goalposts, and permanent track items. Such equipment shall remain the property of the Party furnishing it. Parties shall not furnish or install recreational and educational apparatus when using the other Party's facility absent express written approval. The use of scoreboards, concession stands, press boxes, audio and video (a/v) equipment is not part of this Agreement.

- g. Lighting. Stadium field lighting at the Facilities shall be scheduled by Parties at no charge for the first year of this Agreement. Charges thereafter, if any, shall be agreed upon in writing by District Superintendent and City Manager, or their designees. Field lighting at District Synthetic Fields/Tracks shall not be scheduled past 9:00 p.m. Field lighting at City Synthetic Fields shall not be scheduled past 10:00 p.m.
- h. Rules Applicable to Use. At all times when Facilities are used pursuant to this Agreement, such use shall be under the supervision and control of the Party requesting such use, its agents and employees and administered and operated in accordance with all rules and regulations established by both Parties. If conflict occurs between the Parties' rules and regulations, the stricter rule or regulation shall apply. Each Party agrees to assume full responsibility for the scheduling, supervision, and control of activities conducted during such Party's use of the other Party's Facilities.
- i. Personnel. Each Party agrees to provide an adequate number of personnel or agents when using the other Party's Facilities.
- j. Damages. Each Party shall assume responsibility for damage occurring when using the other Party's Facilities. The Party using the other Party's Facilities shall promptly notify the other Party with reasonable specificity about the location, nature, and extent of the damage when such damage occurs.

### **3. Maintenance of Facilities.**

- a. Each Party shall make available its own staff including custodial and janitorial services, of its respective Facilities at no charge to the other party. Charges, if any, shall be agreed upon in writing by the District Superintendent and the City Manager, or their designees. Janitorial fees may apply for tournament-style events.
- b. Facilities generally shall be maintained in accordance with the standards set forth by the Party which owns the Facility. The City Manager and the District Superintendent are hereby authorized to agree to modifications of the maintenance standards of the Facilities.
- c. Any concerns regarding maintenance of the Facilities should be communicated by the Party using the other Party's Facilities by email or telephone with sufficient detail.

Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either Party by imposing any standard of care respecting the design construction and maintenance of the Facilities different from the standard of care imposed by law.

**4. Insurance.**

- a. Both parties shall obtain and maintain Commercial General Liability insurance, or the equivalent through a pooled liability program, in Accordance with the District's Insurance Requirements set forth in Exhibit "A" attached.

**5. Indemnification.**

- a. Indemnification by City. City shall defend, indemnify, and hold harmless District and District's governing Board, officers, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of City, its officials, employees, or agents, related to City's performance of City's obligations under this Agreement and City's use of District Synthetic Fields/Tracks under this Agreement.
  - b. Indemnification by District. District shall defend, indemnify, and hold harmless City, and City's officials, employees, and agents, from and against any and all claims, actions, liability, damage, loss, or obligations including all costs, demands, expenses, and attorney's fees, arising out of the negligent acts, negligent omissions, or willful misconduct of District, its governing Board, officers, employees, or agents, related to District's performance of District's obligations under this Agreement and District's use of City Synthetic Fields under this Agreement.
  - c. Neither City nor District shall be liable to the other for liability that arises out of the sole negligence or willful misconduct of the other.
- 6. Assignment.** Neither Party may assign its rights or delegate its duties pursuant to this Agreement.
- 7. Previous Agreements.** This Agreement supersedes and replaces all previous agreements by and between City and District as pertains to the use of the Facilities.

8. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the Parties.
9. **Notices.** Any notice that either party desires to or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

**To CITY:**  
Community Services Director  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993  
Email: bmcintire@yubacity.net  
Tel: (530) 822-4652

**To DISTRICT:**  
Assistant Superintendent  
Yuba City Unified  
School District  
Yuba City, CA 95993  
Email: sbentley@ycusd.org  
Tel: (530) 830-8170

10. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California. Venue shall be in Sutter County, California.
11. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. An electronic signature shall be as valid as an original.
12. **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, any third party (that is not a party to this Agreement) against either District or City.
13. **Waiver.** Waiver of a breach or default by a Party under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
14. **Warranty of Authority.** The individual executing this Agreement on behalf of a Party warrants that he/she is authorized to execute the Agreement on behalf of that Party.
15. **Headings and Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
16. **Attorney's Fees.** If suit is brought by a Party or Parties to enforce any of the terms of this Agreement, the prevailing Party or Parties shall be entitled to recover its or their respective

reasonable attorney's fees and costs.

17. **Approval of the District Board.** This Agreement shall not be binding upon District until District's governing Board has approved all the terms and conditions contained herein.

18. **Approval of the City Council.** This Agreement shall not be binding upon the City until the City Council has approved all the terms and conditions contained herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

CITY OF YUBA CITY

YUBA CITY UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brad McIntire  
Community Services Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Bentley  
Assistant Superintendent

**Approved as to Form:**

By: \_\_\_\_\_  
Shannon Chaffin, City Attorney

By: \_\_\_\_\_  
Patrick Kernan, District Counsel

Exhibit "A"

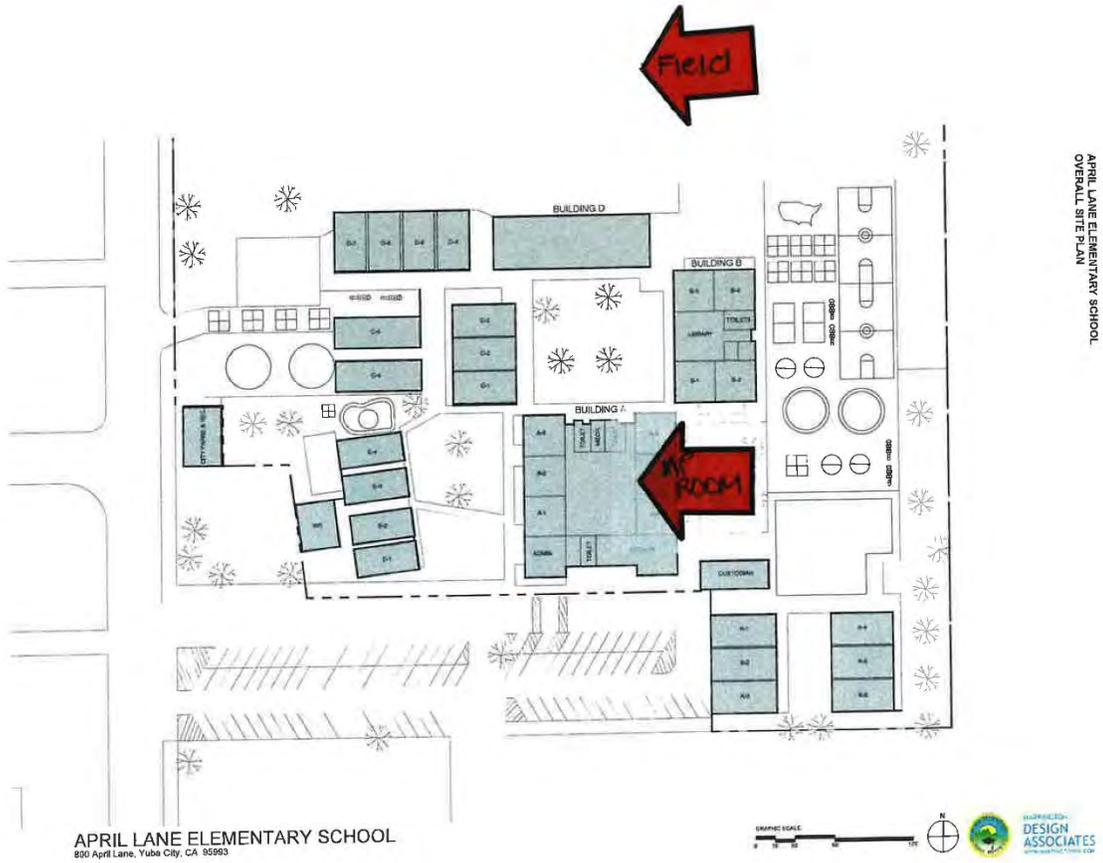


Exhibit "A"

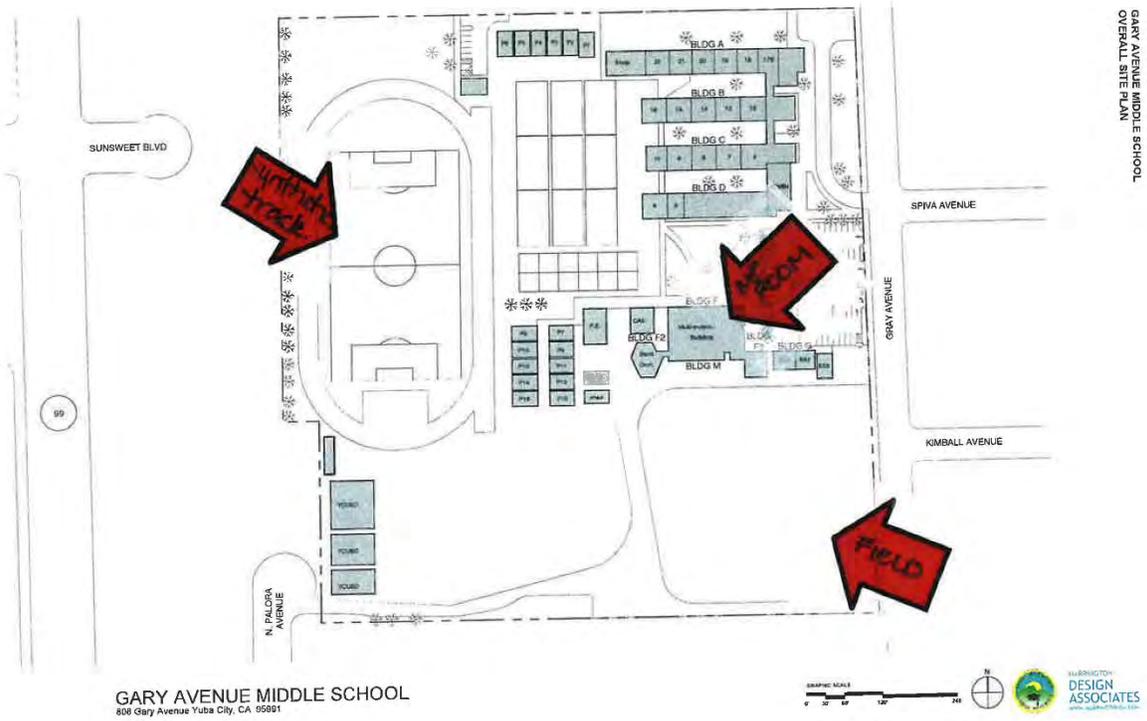
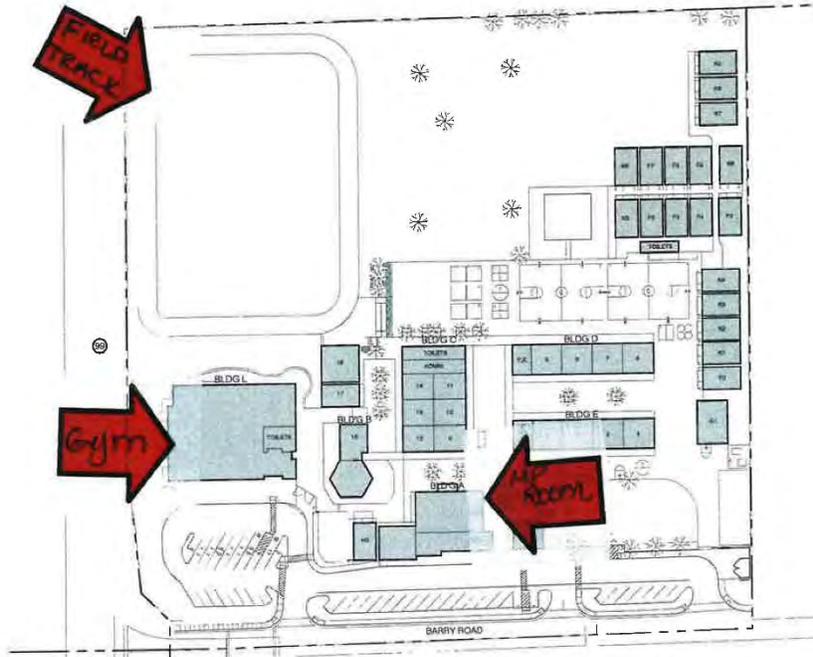


Exhibit "A"



BARRY ELEMENTARY SCHOOL  
OVERALL SITE PLAN

BARRY ELEMENTARY SCHOOL  
1255 Barry Road, Yuba City, CA 95991



Exhibit "A"



BUTTE VISTA ELEMENTARY SCHOOL  
2185 Blewin Road Yuba City, CA 95993



BUTTE VISTA ELEMENTARY SCHOOL  
OVERALL SITE PLAN

MANN DRIVE

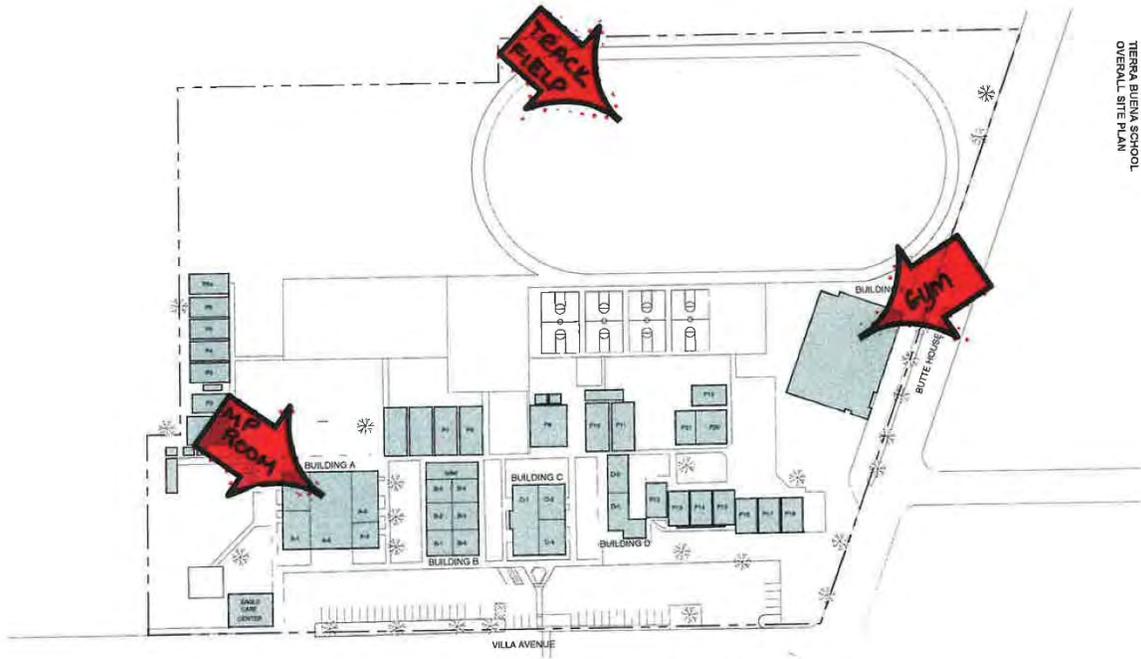
HERBERT COURT

CASE COURT

COBBLESTON COURT

BLEWIN ROAD

Exhibit "A"



TIERRA BUENA SCHOOL  
OVERALL SITE PLAN

TIERRA BUENA SCHOOL  
1784 Villa Avenue Yuba City, CA 95993

GRAPHIC SCALE 0 20 40 60 80 100 120 140 160 180 200 240

ARCHITECTURE  
DESIGN  
ASSOCIATES  
www.architecturedesign.com

Exhibit "A"

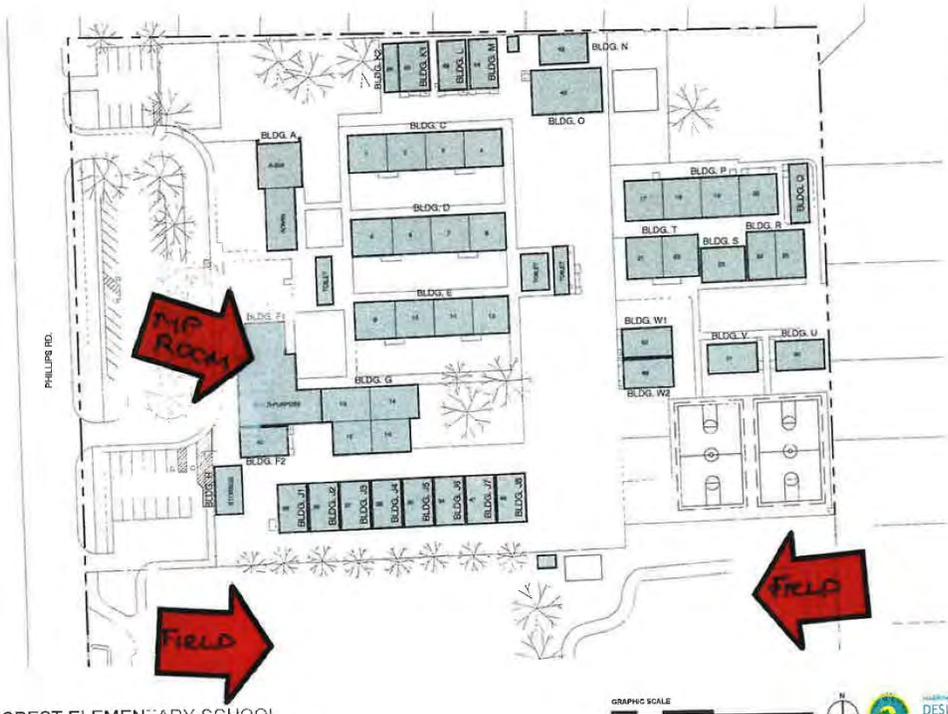


ANDROS KAPEROS ELEMENTARY SCHOOL  
OVERALL SITE PLAN

ANDROS KAPEROS SCHOOL  
1700 Camino de Flores, Yuba City, CA 95993



Exhibit "A"

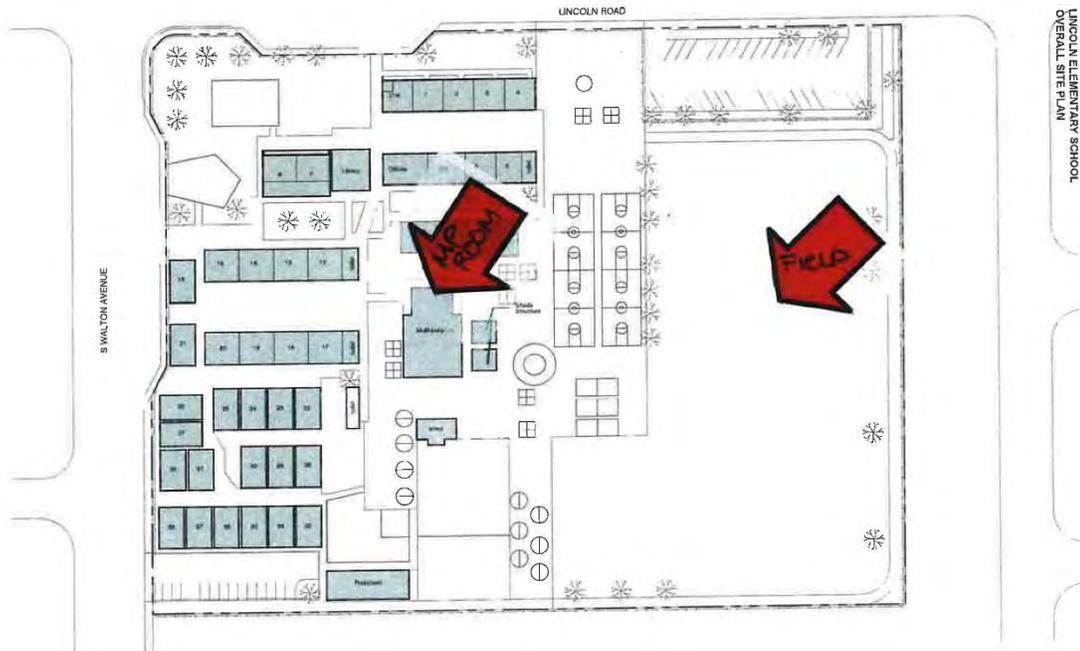


LINCREST ELEMENTARY SCHOOL  
2195 Blevin Road Yuba City, CA 95991



LINCREST ELEMENTARY SCHOOL  
OVERALL SITE PLAN

Exhibit "A"



LINCOLN ELEMENTARY SCHOOL  
1382 Lincoln Avenue Yuba City, CA 95991



LINCOLN ELEMENTARY SCHOOL  
OVERALL SITE PLAN

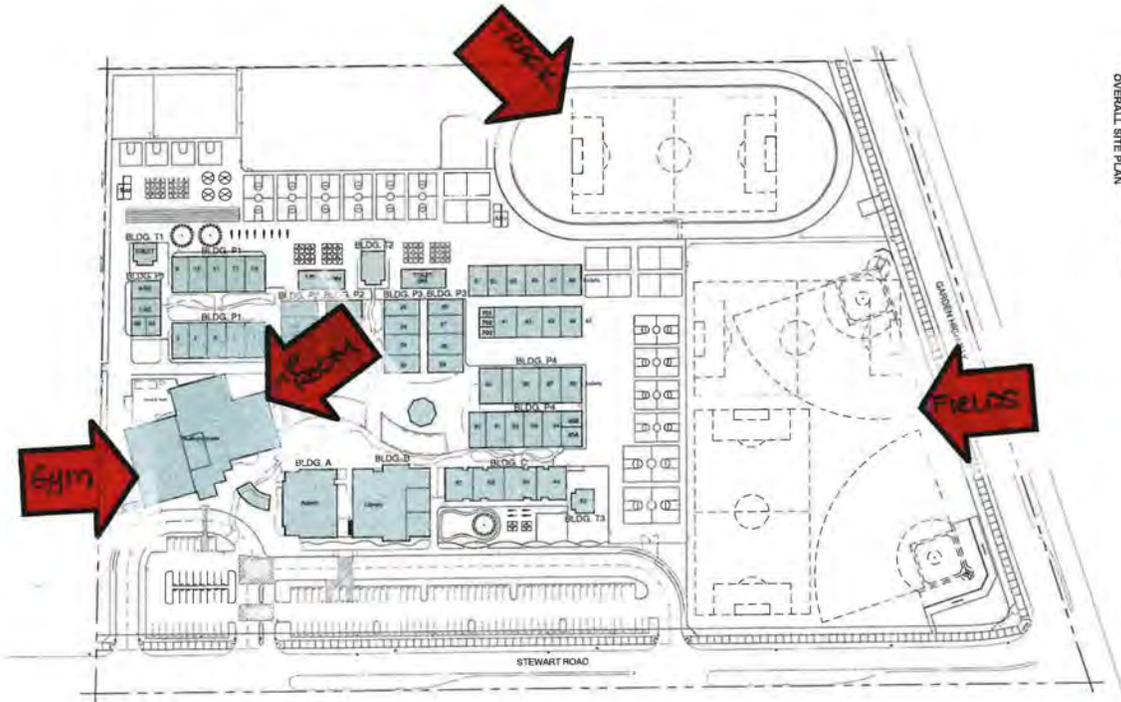
Exhibit "A"



PARK AVENUE ELEMENTARY SCHOOL  
100 Moran Street Yuba City, CA 95991



Exhibit "A"

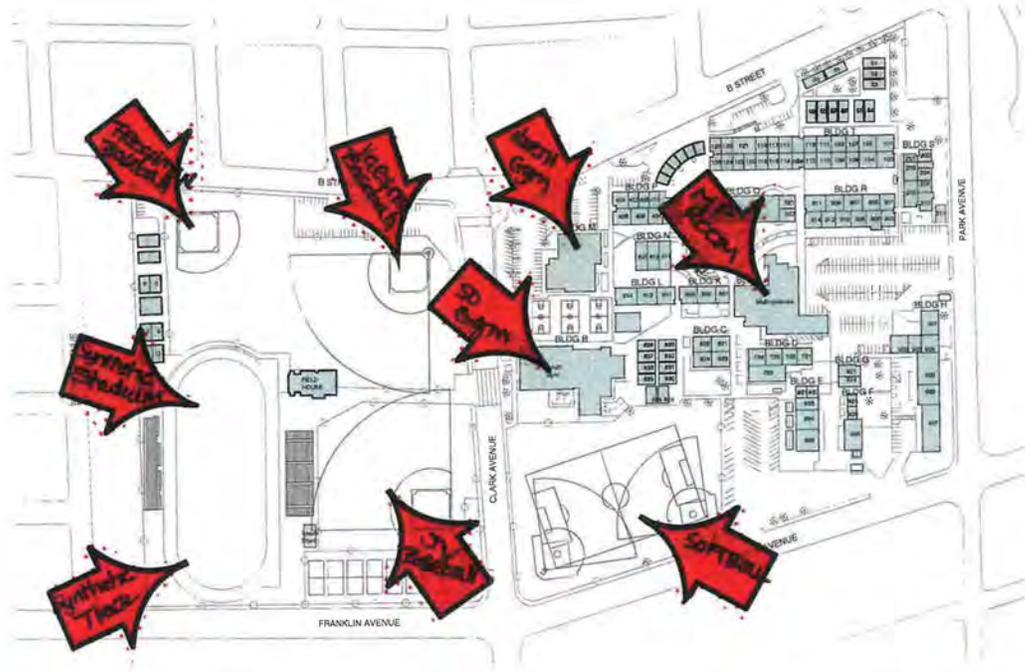


RIVERBEND ELEMENTARY SCHOOL  
OVERALL SITE PLAN

RIVERBEND ELEMENTARY SCHOOL  
301 Stewart Road Yuba City, CA 95991



Exhibit "A"

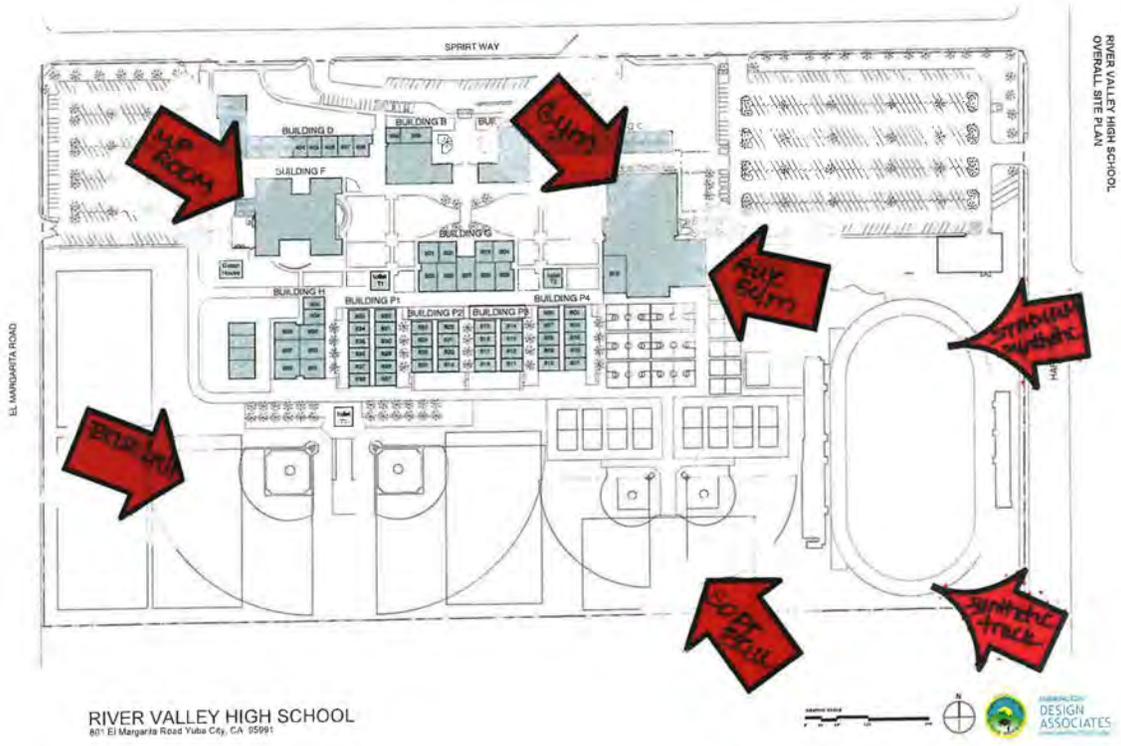


YUBA CITY HIGH SCHOOL  
OVERALL SITE PLAN

YUBA CITY HIGH SCHOOL  
850 B. Street Yuba City, CA 95991



Exhibit "A"



RIVER VALLEY HIGH SCHOOL  
801 El Margarita Road Yuba City, CA 95991

Scale bar, North arrow, and FABRICATED DESIGN ASSOCIATES logo.

RIVER VALLEY HIGH SCHOOL  
OVERALL SITE PLAN