

FACILITY USE CONTRACT
(Callaghan Park Cultural Center)

This Facility Use Contract (“Contract”) is executed as of the date set forth below next to the signatures and shall be effective as set forth below by and between the City of Watsonville, (“City”), a municipal corporation, and the User set forth below (together, the Parties).

GENERAL INFORMATION

User (identify status, i.e. corporation, government agency or human being):

Pajaro Valley Unified School District (PVUSD), Special Education Local Plan Area (SELPA) Special Services

Effective Period: 08/07/2023 – 06/06/2025

Area(s) to be used:

Exclusive Use: Callaghan Park Cultural Center Classroom
Shared Use: Restrooms

Nature of Use: Provide programming to students of PVUSD’s SELPA Program.

Days and times of Use: Monday – Friday 7:30 a.m. – 3:30p.m.

RECITALS

- A. City owns the Callaghan Park Cultural Center (“Center”) located at 225 Sudden Street, Watsonville, California, and is entrusted with the protection and preservation of the Center for the benefit of the public;
- B. User wishes to use the above identified area of the Center (“Exclusive Space”), during the Effective Period for the Use set forth above and, on the dates and times set forth above; and
- C. City and User desire to enter into this Contract for the use of the Exclusive Space.

CONTRACT

NOW, THEREFORE, the parties agree as follows:

- 1. The General Information and Recitals set forth at the beginning of this Contract are incorporated herein by reference.
- 2. The City hereby authorizes User to enter upon the grounds of the Center and to use the Exclusive Space for the Use and duration identified above.
- 3. No interest in real property is conveyed by this Contract.
- 4. User shall have no right or privilege to use any portion of the Center not described above for any purpose.

5. The Use under this Contract is authorized from August 7, 2023 to June 7, 2024 and August 5, 2024 to June 6, 2025 ("Effective Period") and is revocable by either party with 72 hours' written notice.
6. User shall pay the City, care of the Parks & Community Services Department, a sum of \$10,000.00 per school year for the use of the Center facilities described above.
7. Prior to the start of the Effective Period, User shall also pay the City, care of the Parks & Community Services Department, a one-time, refundable cleaning deposit in the amount of \$0.00. The deposit shall be held in trust by the City to provide for the cleaning or repair of the Exclusive Space. The City may deduct from the deposit the cost to clean and/or repair the Exclusive Space.
8. The City will continue at all times to maintain and control the Center, including the Exclusive Space, which may require access of the Exclusive Space. User shall ensure that the Exclusive Space is accessible by City staff at all times.
9. This Contract is personal to User and may not be transferred or assigned.
10. User shall not be permitted to use the Center for any purpose other than as expressly provided for in this Contract unless permitted in writing by the Parks and Community Services Director or designee.
11. The Center is primarily for use by the City, its employees and members of the public in furtherance purposes set out by the City. City business takes priority over use in all non-exclusive spaces. If User's use interferes with or conflicts with use of the Center for City business, this License may be terminated, or, if possible, User may be relocated to another location at the Center.
12. User's use of the Center shall not obstruct or interfere with vehicular traffic entering or exiting the Center, as well as ingress or egress to or from the Center by the public, City employees, or anyone else who is authorized to enter the Center.
13. City shall not be liable for, and User shall defend and indemnify City and its officers, agents, elected official, employees and volunteers (collectively, "City") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to User's use of the Center, or any act, error, omission, or negligence of User, its agents, servants, officers, directors, members, employees, or guests, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City. User shall have no obligation to defend or indemnify City from a Claim determined to be caused by the sole negligence or willful misconduct of City.

14. User shall provide evidence of insurance and maintain insurance in the amount and form specified on Attachment A, incorporated herein by reference. Failure to maintain insurance as required herein shall constitute a material breach of this Contract.
15. User shall not commit, suffer, or permit the commission by others of any waste or nuisance at the Center. User shall, at all times, leave the Center in a neat, clean, and sanitary condition.
16. User shall be liable to City for any loss or damage to the Center arising from, or in connection with, the use of the Center by the User or any of its officers, agents, employees, members, or participants. User shall be responsible for all costs incurred by City to clean and/or repair the Center after User's use.
17. User shall, at all times, observe and comply with all applicable federal, state, and county statutes, City ordinances, rules, regulations, directives, and orders of governmental agencies. Violation of any statute, ordinance, rule, regulation, directive or order, by User or anyone participating with User in the activity authorized by this Contract will result in the immediate termination of this License and the possible expulsion of User, and all those persons participating with User, from the Center.
18. User is responsible for supplying any equipment, furnishings, and/or fixtures needed for User's use. City assumes no responsibility or liability for equipment, furnishings and/or fixtures brought to the Center by User. User is solely responsible for all equipment, furnishings and/or fixtures User brings to the Center.
19. User may make improvements to their exclusive space only upon receiving prior written approval from the Director of Parks and Community Services or designee. Such improvements will become the property of the City upon the ending of the Contract term, abandonment of the space by User, or the unilateral or mutual termination of the Contract.
20. Admission to events or meetings held at the Center, as well as services provided, must be free of charge. No charges, fees, dues, or registration fees may be solicited or collected at any event or meeting as a condition of admission or as a cost of services.
21. User may not solicit or collect a fee to park vehicles at the Center.
22. User, or User's representative, represents that they are at least eighteen years of age and that he/she is authorized to execute this Contract on behalf of User.

DATED: _____

USER: PAJARO VALLEY UNIFIED
SCHOOL DISTRICT

BY:

Heather Gorman, SELPA Director,
PVUSD

DATED: _____

CITY OF WATSONVILLE

BY

Rene Mendez, City Manager

ATTEST:

Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

Samantha Zutler, City Attorney

ATTACHMENT "A"

INSURANCE REQUIREMENTS

Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$1,000,000 general aggregate limit. The City of Watsonville, its officers, employees and agents must be named as additional insured on the policy. The original certificate of insurance and separate additional insured endorsement must be provided prior to use.