

FACILITY USE CONTRACT (Watsonville Senior 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):
Family Service Agency of the Central Coast

Effective Period: 07/01/2025 – 06/30/2027

Area(s) to be used:

Exclusive Use: Room 201 (“Exclusive Space”)

Shared Use: Restrooms, Conference Room (by reservation only)

Nature of Use: Provide counseling services for senior residents of Watsonville (aged 50 and older) (“Use”).

Days and times of Use: Monday – Friday, 9am-3pm.

RECITALS

- A. City owns the Watsonville Senior Center (“Center”) located at 114 E. Fifth 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 July 1, 2025 to June 30, 2027 ("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, for the use of the Center facilities described above, a monthly sum of \$125.00 for July 1, 2025- June 30, 2026 and \$150.00 for July 1, 2026 - June 30, 2027.
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 \$500.00. 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: 6/17/2025 | 3:15 PM PDT

USER: FAMILY SERVICE
AGENCY OF THE CENTRAL
COAST

BY:

Signed by:
Bill McCabe
37AE22C497E04DF...

Bill McCabe, Executive Director

DATED: _____

CITY OF WATSONVILLE

BY: _____
Tamara Vides, City Manager

In Process

ATTEST:

Irwin Ortiz, City Clerk

APPROVE 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.

In Process



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bedell & Nelson Harbert P.O. Box 1295 Santa Cruz, California 95061	Phone: (831)426-3700 Fax: (831)459-9594	CONTACT NAME: Luci Gray PHONE (A/C, No. Ext): E-MAIL ADDRESS: luci@bnhins.com	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Alliance Of Nonprofits For Insurance, Risk Retention Group	NAIC # 10023
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 65** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2024-07135 Social Service Professional Liability Agg \$3M / Each event \$1M (Proof of coverage only)	7/19/2024	7/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2024-07135	7/19/2024	7/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Improper sexual conduct / physical abuse Liability			2024-07135	7/19/2024	7/19/2025	Aggregate 1,000,000 Each claim limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF WATSONVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED, AS RESPECTS THE OPERATION OF THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF WATSONVILLE

275 Main St. Suite 400
WATSONVILLE, CA 95077

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 2024-07135

Named Insured: Family Service Agency of the Central Coast

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): City of Watsonville
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.