



**CITY MANAGER /CITY ATTORNEY
SIGNATURE REQUEST ROUTING FORM**

Include insurance documents, signed agreements, and all relevant documentation.

All documents must be signed by contractor/lessee and in Munis (if applicable) prior to routing to City Clerk.

Request:

☒ City Manager Signature ☒ City Attorney Review/Approval ☐ Notarization ☒ Munis Approval NOT REQUIRED
☐ IT Reviewed (if applicable) – THIS CONTRACT INVOLVES TECHNOLOGY, AN EMAIL FROM THE IT DIRECTOR
 APPROVING THE CONTRACT MUST ACCOMPANY THIS FORM.

All documents routed for signatures must be approved by Department Head.

Department Head Approval: _____ DocuSigned by: Nick Calubaguib Date: 6/9/2025 | 4:53 PM PDT
 Signature

To be completed by initiating department: (PLEASE COMPLETE ENTIRELY)

Staff Responsible: Imelda Negrete Department: Parks & Community Services Phone Ext: 3245

Contractor/Vendor Name: Senior Citizen Legal Services

Project Title: Facility Use Agreement for the Senior Center Office

Original Contract Amount: \$ _____ Changer Order/Amendment No(s) _____

Amendment Amount \$ _____ Cumulative Total \$ _____

Funding Source (Name of Acct. & Enterprise) Agency to Pay City

Budget Account No(s): 150-682-5469-00000

Resolution No. (if any): N/A MUNIS Contract No. (if applicable): N/A

- ☒ Document is within CM signature authority up to \$100,000 (cumulative) for professional services or Public projects meeting the amount set forth in subdivision (b) of California Public Contract Code Section 22032, except as otherwise provided by State legislation, the project shall be let to contract by formal bidding procedure.
- ☒ Insurance is up to date and included.
- ☐ (For Bids only) DIR Extract Form has been filled and attached (due within 5 days of award of contract by Council or within 5 days from City Manager signature of Quick Bid)
- ☒ This is a form agreement prepared by City Attorney's Office.
 (See <http://intranet.ci.watsonville.ca.us/node/303>)
 - ☒ No changes were made; or
 - ☐ Changes are described AND redlined version is attached.
- ☐ This is not a form agreement prepared by City Attorney's Office.
 Previously prepared or reviewed by: _____
- ☐ \$10,000 to \$100,000 complete memo stating quotes obtained, include names and amounts, if did not obtain any, explain reasons pursuant to WMC 3-5.530.
- ☐ Sole Source (attach memo explaining reasons for sole source or list any other exemptions pursuant to (WMC 3-5.210)).

Description of project, scope of work or purchase (must be detailed, incomplete or deficient statements will be sent back):

Facility Use agreement for office space to provide services to Older Adults at Watsonville Senior Center through June 2027. Item will be before Council on 06/24/2025.

☐ Consultant Required to File FPPC Form 700 (Statement of Economic Interests)

DS
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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):
Senior Citizens' Legal Services

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

Area(s) to be used:

Exclusive Use: Room 303 ("Exclusive Space")

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

Nature of Use: Provide legal assistance 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:

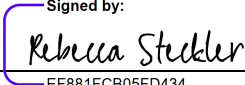
- 1. The General Information and Recitals set forth at the beginning of this Contract are incorporated herein by reference.
- 2. The City hereby authorizes User to enter upon the grounds of the Center and to use the Exclusive Space for the Use and duration identified above.
- 3. No interest in real property 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: 6/10/2025 | 9:43 AM PDT

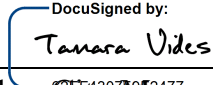
USER: SENIOR CITIZENS’
LEGAL SERVICES

BY: 

Rebecca Steckler, Executive
Director

DATED: 6/11/2025 | 10:08 AM PDT

CITY OF WATSONVILLE

BY: 

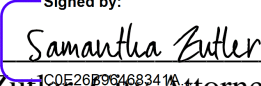
Tamara Vides, City Manager

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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 The CIMA Companies, Inc. 2750 Killarney Drive, Suite 202 Woodbridge VA 22192	CONTACT NAME: Cara Fletcher PHONE (A/C, No, Ext): 703-778-7312 E-MAIL ADDRESS: cfletcher@acrisure.com FAX (A/C, No): 703-778-7345														
INSURED Senior Citizens Legal Service 317 Soquel Avenue Santa Cruz CA 95062	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits Insurance Alliance Of California</td> <td></td> </tr> <tr> <td>INSURER B : Alliance of Nonprofits for Insurance, Risk Retenti</td> <td>10023</td> </tr> <tr> <td>INSURER C : State National Insurance Company, Inc.</td> <td>12831</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits Insurance Alliance Of California		INSURER B : Alliance of Nonprofits for Insurance, Risk Retenti	10023	INSURER C : State National Insurance Company, Inc.	12831	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

 License#: PC-1177299
 SENICIT-13

COVERAGES
CERTIFICATE NUMBER: 2111119133
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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			01-CP-000005568-1	5/1/2025	5/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	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	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
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C	Cyber Liability			EHJ-ADN00278900	5/1/2025	5/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$2,000,000</td><td></td></tr> </table>	\$2,000,000													
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

 Additional Insured:
 City of Watsonville
 275 Main Street, Suite, 400
 Watsonville, CA 95076

CERTIFICATE HOLDER
CANCELLATION

 City of Watsonville
 275 Main Street, Suite, 400
 Watsonville CA 95076

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

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POLICY NUMBER: 01-CP-0004500-01-01

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. 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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.