



**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: 6/12/2025 | 12:49 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 Network 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)**

FACILITY USE CONTRACT
(Watsonville Senior Center)

DS
11/9

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 Network Services, Inc.

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

Area(s) to be used:

Exclusive Use: Room 101 ("Exclusive Space")

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

Nature of Use: Provide information and 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: 6/16/2025 | 7:10 AM PDT

USER: SENIOR NETWORK
SERVICES, INC.

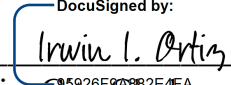
BY:  Signed by:
F92357F445CF47D...
Deirdre Daur, Director of Business
Operations

DATED: 6/17/2025 | 3:40 PM PDT

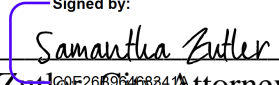
CITY OF WATSONVILLE

BY:  DocuSigned by:
62EF430759F2477...
Tamara Vides, City Manager

ATTEST:

 DocuSigned by:
95026F7A8B2E4EA...
Irwin Ortiz, City Clerk

APPROVE AS TO FORM:

 Signed by:
C0E26B9C468341A...
Samantha Butler, 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.



SENINET-01

LJALANDRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2024

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 License # BR-1801370 Acrisure Southwest Partners Insurance Services, LLC 4000 Westerly Place Suite 110 Newport Beach, CA 92660	CONTACT NAME: Loida Jalandra PHONE (A/C, No, Ext): (949) 365-5156 FAX (A/C, No): E-MAIL ADDRESS: ljalandra@acrisure.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Senior Network Services 1777-A Capitola Road Santa Cruz, CA 95062	NAIC #	

COVERAGES

CERTIFICATE NUMBER:

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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		2024-04154	7/1/2024	7/1/2025	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2024-04154	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2024-04154	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			202404154PROP	7/1/2024	7/1/2025	BPP 99,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Watsonville, its appointed and elected officials and its employees are named as Additional Insureds per blanket endorsements attached to the policy. Primary and Non Contributory and Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Watsonville 275 Main Street, Ste 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

POLICY NUMBER: 2024-04154
Named Insured: Senior Network Services, Inc.

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

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. 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.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- 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.



A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2024-04154

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. 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.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



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POLICY NUMBER: 2024-04154

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



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NAMED INSURED: Senior Network Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.