



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

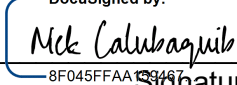
Include insurance documents, signed agreements, and all relevant documentation.

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:  Date: 6/18/2025 | 5:13 PM PDT
DocuSigned by: Nick Calubagui 8F045FFAA139467

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

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

Contractor/Vendor Name: Senior Council of Santa Cruz and San Benito Counties

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)

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):

Seniors Council of Santa Cruz and San Benito Counties

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

Area(s) to be used:

Exclusive Use: Room 301 (“Exclusive Space”)

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

Nature of Use: Provide tax 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:

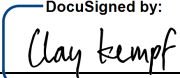
- 1. The General Information and Recitals set forth at the beginning of this Contract are incorporated herein by reference.
- 2. The City hereby authorizes User to enter upon the grounds of the Center and to use the Exclusive Space for the Use and duration identified above.
- 3. No interest in real property 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: 6/18/2025 | 5:19 PM PDT

USER: SENIORS COUNCIL OF
SANTA CRUZ AND SAN BENITO
COUNTIES

BY: 
C3463A3E9604406...
Clay Kempf, Executive Director

DATED: _____

CITY OF WATSONVILLE

BY: _____
Tamara Vides, City Manager

ATTEST:

In Process

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)

6/3/2025

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 Lamb Insurance Services Attn: Accounts Payable 1385 Hwy 35 PMB 170 Middletown NJ 07748	CONTACT NAME: Service Hub PHONE (A/C, No, Ext): 212-375-3000 E-MAIL ADDRESS: service@lambis.com FAX (A/C, No): 888-389-8061														
INSURED Seniors Council Of Santa Cruz & San Benito Counties 175 Westridge Dr Watsonville CA 95076	<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: Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER B: Service American Indemnity Com</td> <td>39152</td> </tr> <tr> <td>INSURER C:</td> <td></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: Philadelphia Indemnity Insuran	18058	INSURER B: Service American Indemnity Com	39152	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

 License#: PC-1013055
 SENICOU-03

COVERAGES
CERTIFICATE NUMBER: 187278765
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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2691177-001	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2691177-001	7/1/2025	7/1/2026	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 checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB913193-001	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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	SATIS0006504	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse & Molestation			PHPK2691177-001	7/1/2025	7/1/2026	\$1M Occurrence
A	Professional Liability			PHPK2691177-001	7/1/2025	7/1/2026	\$1M Occurrence

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

 Additional Policies:
 Cyber Liability / Policy# C-4N5L-058961-CYBER-2025 / Eff date: 5-12-25 - 5-12-26 / Agg Limit: 1,000,000
 Accident Policy / Policy# PHPA160564-001 / Eff date: 7-1-25 - 7-1-26 / Agg Limit: 1,000,000
 Crime / Policy# PHPK2691177-001 / eff date 7-1-25 - 7-1-26 / Agg limit: \$100,000

The City of Watsonville, its appointed and elected officials and its employees are included as additional insured where required by written contract.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE