

Agreement

Between the Santa Cruz County Office of Response, Recovery and Resilience and Santa Cruz Public Libraries

This Agreement is entered into on _____ 2025 (the “Effective Date”) by and between the County of Santa Cruz Office of Response, Recovery and Resilience (“OR3”) and the Santa Cruz Public Libraries Joint Powers Authority, an entity created by a Joint Powers Agreement between the City of Santa Cruz, the City of Scotts Valley, the City of Capitola, and the County of Santa Cruz (“SCPL”). Each is referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties have identified a need in Santa Cruz County for expanded emergency shelter capacity, including but not limited to temporary cooling and/or resiliency centers, to support the safety and health of County residents during extreme weather events, periods of wildfire smoke or poor air quality, climate-related emergencies, or declared emergencies (hereinafter collectively referred to as “Extreme Event(s)"); and

WHEREAS, the Parties intend to use certain designated library facilities as potential resource locations during and/or post Extreme Events; and

WHEREAS, the Parties agree that the Director of the County Office of Response, Recovery, and Resilience or their designee will determine what constitutes an Extreme Event and will provide notice of the need to use a library facility to the Director of Libraries pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree to incorporate the above Recitals hereto, and agree to the following:

1. Scope and Site Designation

The following SCPL branches are designated for potential use during Extreme Events (the “Sites”):

- A. Boulder Creek Branch Library – 13390 W Park Ave, Boulder Creek, CA
- B. Felton Branch Library – 6121 Gushee St, Felton, CA
- C. Scotts Valley Branch Library – 251 Kings Village Rd, Scotts Valley, CA
- D. Aptos Branch Library – 7695 Soquel Dr, Aptos, CA

The Sites may be activated based on geographic need, hazard exposure, and operational capacity. The Sites may be used as cooling, resiliency, or disaster recovery centers.

2. Responsibilities

Parties will jointly conduct a pre-occupancy survey of the Sites prior to each instance of use by OR3 pursuant to this Agreement. Parties will use the Red Cross' Facility/Shelter Opening & Closing Inspection Form, attached hereto as Attachment A and incorporated herein, to record any existing damage or conditions at the Sites.

OR3 will notify SCPL of the closing date for the Site. Before OR3 vacates the Site, the Parties will jointly conduct the post-occupancy survey as provided in the Red Cross' Facility/Shelter Opening & Closing Inspection Form to record any damage or conditions.

A. OR3 shall:

1. Provide written notice of OR3's intent to use a Site to the Director of Libraries at least 72 hours in advance, to the greatest extent possible. OR3 will be responsible for the operation of the cooling/resiliency centers and will designate an authorized OR3 staff or representative to manage and act as the primary point of contact.
2. Exercise reasonable care while using the Sites pursuant to this Agreement and will make no modifications to the Sites without the prior express written approval of SCPL. OR3 shall not cause, maintain, or permit any nuisance in, on, or about the Sites, or commit any waste in or on the Sites. Further, OR3 shall not do or permit anything to be done in or about the Sites or bring or keep anything in the Sites that will in any way increase the existing rate of or affect any fire or other insurance on the Sites or any of its contents, or cause a cancellation of any insurance policy covering the Sites or any part of it or any of its contents. Finally, OR3 shall not put the Sites to any use that violates local zoning ordinances or any other law applicable to the Sites.
3. Be solely responsible for procuring, deploying, and operating any supplies or equipment required for use at a Site, including but not limited to portable air filtration units in the event the Site is activated due to poor air quality. Obtain after-hours security guard services by deploying County or contracted security personnel at activated Sites, at OR3's sole cost.
4. Cover the cost of cleaning and janitorial services if needed (in SCPL's sole discretion), to restore facilities to their original condition following use of the Sites.
5. Coordinate with SCPL on all public messaging related to the activation, location, and hours of operation of the Sites.

B. SCPL shall:

1. To the extent available and reasonably feasible, make the above-listed Sites available for use as community cooling/resiliency centers as needed. The Parties

agree that in some circumstances, only the community rooms at the Sites may be available for use pursuant to this Agreement.

2. Provide key or secure access for OR3 to utilize the restrooms and parking lot during non-operating hours.
3. Communicate any facility limitations, planned closures, or repair schedules that may affect use.
4. Identify and secure all Site equipment not intended for OR3's use and provide OR3 with a written list or visual markers indicating such equipment prior to each instance of Site use.
5. Collaborate with OR3 on all public messaging and external communication related to center operations and community notifications.
6. Collaborate on readiness assessments as needed such as power availability, the Americans with Disabilities Act (ADA) accessibility, and HVAC capacity.

4. Financial Obligation

- A. OR3 agrees to cover costs associated with the use of the Sites pursuant to this Agreement when such costs exceed the libraries' regular operating expenses. These may include, but are not limited to:
 1. **Enhanced cleaning services** necessary to restore the Site to the conditions prior to OR3's use pursuant to this Agreement.
 2. **Security services** required for after-hours operations during an activation period.
 3. **Locks and Key Fees** may be necessary, in SCPL's sole discretion, if OR3 loses or damages a key. SCPL may charge OR3 for actual costs for replacement of keys, locks, or any other entry devices provided to OR3 pursuant to this Agreement.
- B. Any additional costs not outlined above will be subject to prior mutual agreement and written authorization by both Parties.

5. Indemnification

- A. To the fullest extent permitted by law, each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, agents, employees, and volunteers (collectively, the "Indemnified Party") from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) (collectively "Claims") which the Indemnified Party may sustain or incur or which may be imposed upon it, but only in proportion to and to the extent such Claims result from, arise out of, or in any manner are caused by the negligent or wrongful acts, errors, or omissions of the Indemnifying Party, its officers, agents, employees, contractors, or volunteers in any way related to this Agreement, including but not limited to any claims brought by third parties.

This indemnification provision shall survive the termination or expiration of this Agreement.

- B. **Third-Party Claims.** Each Party shall be responsible for claims, suits, or actions brought by third parties arising out of its own conduct and operations related to this Agreement. In the event of joint or concurrent liability, the responsibility for defense and indemnity shall be shared in proportion to each Party's respective fault.
- C. **Vendor Indemnity Requirement.** For any contracts between OR3 and vendors related to use of the Sites pursuant to this Agreement (such as, but not limited to, contract for security guard services), OR3 acknowledges that the third-party vendor must be required to defend, indemnify, and hold harmless SCPL and its related parties. Any such contract between OR3 and a third-party vendor related to use of the Site pursuant to this Agreement shall contain the following language:

"To the fullest extent permitted by law, [Vendor] agrees to indemnify, defend, and hold harmless the Santa Cruz Public Libraries Joint Powers Authority, and its officials, officers, agents, employees, and volunteers (collectively "Indemnitees"), from and against any and all claims, action, demands, injury, judgment, losses, damages, defense costs, or liability of any kind or nature ("Losses") arising out of, caused by, resulting from, or in any manner related to the negligence, reckless, or willful misconduct of [Vendor] or [Vendor's] officers, employees, agents, or subcontractors in any way related to this agreement."

7. Insurance

- A. Each Party agrees to maintain insurance or self-insurance coverage adequate to cover its responsibilities under this Agreement, including coverage for general liability, workers' compensation (as applicable), and automobile liability. Proof of such coverage shall be made available to the other Party upon request.
- B. **Vendor's Insurance.** OR3 shall require that SCPL and its respective officials, officers, directors, volunteers, and employees be named as an additional insured in all its third-party vendor contracts as related to this Agreement. Vendors must be required to provide adequate insurance coverage limits, subject to the Parties' approval. Proof of insurance must be verified by OR3, kept on file, and provided to SCPL.

8. Volunteers

Volunteers acting under the direction of either Party pursuant to this Agreement shall be considered agents of the directing Party for the purposes of liability and indemnification. The directing Party shall be responsible for ensuring appropriate oversight and, where applicable, liability coverage for such volunteers.

8. Term and Termination

The term of this Agreement shall be for three (3) years and will begin on the Effective Date. Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least thirty (30) calendar days prior to an effective termination date.

9. Modifications

Any changes to this Agreement must be made in writing and signed by both Parties.

10. Points of Contact

Santa Cruz County Office of Response, Recovery & Resilience (OR3):

Name: **David Reid**
Title: Director, OR3
Phone: 831-454-3407
Email: David.Reid@santacruzcountyca.gov

Name: **Annie Puckett**
Title: Administrative Analyst
Phone: 831- 454- 3471
Email: Annie.Puckett@santacruzcountyca.gov

Santa Cruz Public Libraries (SCPL):

Name: Laura Whaley
Title: Assistant Director of Libraries
Office Phone: 831-427-7700 ext. 7734
Cell Phone: 831-246-4124
Email: whaley@sanacruzpl.org

Name: Christopher Platt
Title: Director of Libraries
Office Phone: 831-427-7700 ext. 7611
Cell Phone: 831-331-9282
Email: plattc@sanacruzpl.org

11. General Terms

- A. **Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- B. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- C. **Counterparts.** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding on and effective regarding all Parties. Facsimile and scanned signatures have the same force and effect as original signatures.
- D. **Contract Interpretation.** Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- E. **Waiver.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- F. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which is effective as set forth above.

BY

Date: _____

Director of Libraries

BY

Date: _____

David Reid, Director
County of Santa Cruz
Office of Response, Recovery & Resilience

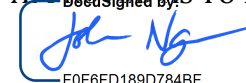
APPROVED AS TO FORM:

Date: _____

Office of SCPL Legal Counsel

APPROVED AS TO FORM:

5/28/2025
Date: _____

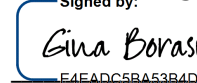
Signed by:


F0F6ED189D784BF

Office of the County Counsel

APPROVED AS TO INSURANCE:

5/29/2025
Date: _____

Signed by:


E4EADC58A53B4DB...

County Risk Management

LIST OF ATTACHMENTS:

Attachment A – Red Cross' Facility/Shelter Opening & Closing Inspection Form



Facility/Shelter Opening & Closing Inspection

Name of Facility _____ Address _____

Name of Facility Rep and/or Operator _____ Phone # _____

Opening Inspection

Areas to Inspect When Opening the Facility/Shelter (Check yes, no, not applicable (NA) or unknown (U). Specific areas needing correction and those responsible for making them should be noted under "Comments". Take pictures of pre-existing damages)

Yes	No	NA	U	Comments	Areas to Inspect
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are indoor and outdoor walking surfaces free of trip and fall hazards (e.g. uneven sidewalks, unprotected walkways, loose/missing tiles, wires, etc...)?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are the routes to exits relatively straight and clear of obstructions (e.g. blocked, chained, obstructed)?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are all emergency exits properly identified and secured, and there are at least two exits per floor?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are illuminated exit and exit directional signs visible from all aisles?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are all kitchen equipment and bathroom fixtures in working order?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Is there an emergency evacuation plan posted and an identified meeting place?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are there guidelines for directing occupants to an identified assembly area away from the building once they reach the ground floor?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are there any site specific hazards (e.g. hazardous chemicals and machinery)? If so, describe them.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Is the facility neat, clean and orderly?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are the following utility systems in good working order: electricity, water, sewage system, HVAC?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are fire extinguishers and smoke detectors present, inspected and properly serviced with current inspection tags?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		If power fails, is automatic emergency lighting available for exit routes, stairs and restrooms?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Is there a back-up power source?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are first aid kits readily available and fully stocked? Where?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Will occupants of the building be notified that an emergency evacuation is necessary by a public address system or alarm?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Are floors and walls free of damage?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Is the parking area free of damage?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		SHELTER ONLY: Are there accessible parking spaces?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		SHELTER ONLY: Is there at least one entrance to the building accessible for people with mobility issues with signage identifying the location of the accessible entrance?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		SHELTER ONLY: Is there at least one accessible restroom?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		SHELTER ONLY: Are there routes without steps available to access service delivery areas, restrooms and showers? Can service be provided in an area that can be accessed by routes without steps?

Any Damage or Additional Comments

American Red Cross

Printed Name & Title _____ Signature _____ Date _____

Facility Rep/Operator

Printed Name & Title _____ Signature _____ Date _____

Name of Facility Rep and/or Operator _____ Phone # _____

Please attach photos of deficiencies

Facility Rep/Operator
Printed Name & Title _____ Signature _____ Date _____

Certificate Of Completion

Envelope Id: 80632B01-E256-408B-9084-2D96CD2C676A

Status: Completed

Subject: Complete with Docusign: 2025-05-21 Agreement with Santa_Cruz_OR3 for emergency shelter (SH2) (2...

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Annie Puckett

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Annie.Puckett@santacruzcountyca.gov

IP Address: 63.194.190.100

Record Tracking

Status: Original

Holder: Annie Puckett

Location: DocuSign

5/28/2025 10:08:53 AM

Annie.Puckett@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

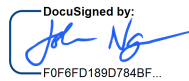
John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F0F6FD189D784BF...

Signature Adoption: Uploaded Signature Image

Using IP Address: 76.126.28.101

Timestamp

Sent: 5/28/2025 10:12:05 AM

Viewed: 5/28/2025 12:34:30 PM

Signed: 5/28/2025 12:39:00 PM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

E4EADC5BA53B4DB...

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Sent: 5/28/2025 12:39:02 PM

Viewed: 5/29/2025 6:38:53 PM

Signed: 5/29/2025 6:45:40 PM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/29/2025 6:38:53 PM
Signing Complete	Security Checked	5/29/2025 6:45:40 PM
Completed	Security Checked	5/29/2025 6:45:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.