

**AGREEMENT BETWEEN
THE COUNTY OF SANTA CRUZ AND
THE CITY OF SANTA CRUZ
FOR
SEVERE WINTER WEATHER SHELTER SERVICES**

THIS AGREEMENT (hereafter called “Agreement”) between the County of Santa Cruz (hereafter called “County”) and the City of Santa Cruz (hereafter called “City”), is executed with the effective date of December 1, 2024. County and City may be referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, the Parties named above have identified a need in Santa Cruz County for expanded emergency shelter capacity for people experiencing homelessness during periods of severe winter weather; and

WHEREAS, the Parties acknowledge severe winter weather shelters are distinct from disaster-response shelters created during times of formal disaster declarations issued by agencies of government during times of natural or other disaster that impact the health and safety of all County residents; and

WHEREAS, the Parties acknowledge that during formal disasters, disaster response shelters must not discriminate against individuals in need of disaster assistance based on their economic or housing status prior to the declaration of a disaster according to Section 308 of the Federal Stafford Act¹; and

WHEREAS, the Parties define severe winter weather as a weather event occurring between December 1 and March 31st when one or more of the following occur: (1) The National Weather Service issues a forecast of two or more consecutive days with average overnight low temperatures at or below 38°F within the County’s urban services boundary; (2) The National Weather Service issues a formal flood warning due to excessive forecasted rains for two or more consecutive days anywhere in the County; or (3) The County of Santa Cruz issues evacuation orders due to excessive forecasted rains within the coastal watersheds of Santa Cruz County; and

WHEREAS, the Parties agree that the Director of the County Office of Response, Recovery, and Resilience or their designee will determine when severe winter weather shelters should open and will provide at least 24 hours and preferably 48 hours’ notice of the need to open severe winter weather shelter sites to key designated staff in the City, County, and a contracted operator of the sites; and

WHEREAS, County will make the Veterans’ Memorial Hall in the City of Santa Cruz or comparable site available for use as severe winter weather shelter; and

¹ https://www.fema.gov/sites/default/files/2020-03/stafford-act_2019.pdf

AGREEMENT

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

A. Duties and Responsibilities

1. City shall contribute an amount not to exceed \$140,000 within thirty (30) calendar days after execution of this Agreement to the Severe Winter Weather Shelter Fund (as defined in Section 7 below).
2. County shall contribute an amount not to exceed \$130,000 to the Severe Winter Weather Shelter Fund.
3. County shall make the Veterans' Memorial Hall in the City of Santa Cruz or comparable location(s) (as determined by both Parties) available for use as shelter site to be used for severe winter weather (hereinafter the "Shelter Site").
4. County shall contract with People First of Santa Cruz County to provide management and operational support services at the Shelter Site during activation.
5. County shall supply the Shelter Site(s) with cots and will be responsible for facility-costs associated with shelter operations such as utilities and general maintenance outside the scope of work with People First of Santa Cruz County.
6. The Parties shall not provide transportation to participants to the Shelter Site as part of this Agreement.
7. County will place and hold the total amount of contributed funds from County and City (as referenced in paragraphs 1 and 2) into a County-managed trust account (referred to herein as the "Severe Winter Weather Shelter Fund") for use to cover the costs associated with:
 - a) People First of Santa Cruz County for severe winter weather shelter services, and
 - b) Property damage costs resulting from the shelter operations for the Veterans' Memorial Hall in the City of Santa Cruz.

The proposed funding is anticipated to cover shelter expenses for twenty (20) full-day operational periods. The funds contributed by the City and the County to the Severe Winter Weather Shelter Fund shall be used equally by County for severe winter sheltering service during the term of this Agreement. The Parties acknowledge and agree that Exhibit A, attached hereto and incorporated herein, sets forth the rate schedule for shelter services provided by People First of Santa Cruz County.

8. The Parties may exercise the option to approve the use of any unutilized funds from the Severe Winter Weather Shelter Fund from this Fiscal Year 2024-2025 to cover future severe winter weather sheltering costs to be used in Fiscal Year July 1, 2025 – June 30, 2026. On or before May 30, 2025, City and County must mutually agree in

writing on the proposed use of any remainder of the Severe Winter Weather Shelter Fund. If the Parties do not reach an agreement by that date regarding any unutilized funds in the Severe Winter Weather Shelter Fund, the Parties shall be entitled to reimbursement of the portion of its financial contribution for services not yet received.

9. All use of funds relating to this severe winter weather program shall be subject to verification with County providing accounting to City of the use of City funds upon request and at least on an annual basis at the end of the fiscal year, June 30, 2025.
10. Unless this Agreement is amended in writing, the Parties' total collective contributions to the program shall not be increased beyond the amounts outlined above.

B. Term and Termination.

1. Unless modified or terminated with at least thirty (30) calendar days prior written notice to the other Party, this Agreement expires on June 30, 2025. The Parties may modify and/or extend the terms of this Agreement via a written amendment signed by both Parties.
2. Upon termination, the Parties will each be responsible for payment of the services up to the effective termination date; and the Parties shall be entitled to a reimbursement of the portion of its financial contribution for services not yet received.
3. All indemnity and record retention obligations shall survive termination of this Agreement.

C. Indemnity Obligations.

1. Vendor Indemnity Requirement.
In any contracts related to severe winter weather shelter services between County and a third-party vendor, the third-party vendor must be required to defend, indemnify, and hold harmless City and County and their respective related parties. Any such contract between the County and a third-party vendor shall contain the following or similar language:
 - a) To the fullest extent permitted by law, [Vendor] agrees to indemnify, defend, and hold harmless the City of Santa Cruz and the County of Santa Cruz, and each entity's respective officials, officers, agents, employees and volunteers (collectively "Indemnitees") from and against:
 - i. 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, recklessness, or willful misconduct of [Vendor], or [Vendor's] officers, employees, agents, or subcontractors, or related to the [Vendor's] performance under the terms of this Contract. [Vendor's] duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Such indemnification includes any damage to the person(s), or property(ies)

of [Vendor] and third persons.

- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to [Vendor] and [Vendor's] officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

2. Indemnity Requirement between City and County.

- a) For the purpose of indemnification between City and County, each Party ("Indemnitor") agrees to defend, indemnify, and hold harmless the other Party to this Agreement, and the other Party's respective officials, officers, employees, agents, and volunteers ("Indemnitees") from any claims, demands, damages, and liability of any kind or nature, including attorneys' fees and costs (collectively "Claims"), which any Indemnitees may sustain or incur or which may be imposed upon it, but only in proportion to and to the extent that such Claims result from, arise out of, or in any manner are caused by the negligent or intentional acts or omissions of the Indemnitor or the Indemnitor party's officials, officers, employee(s) and/or agents relating to this Agreement.
- b) For the purpose of indemnification between City and County, each Party shall be responsible for the acts or omissions of its respective participating personnel and shall incur liabilities arising out of the acts or omissions of its respective personnel while participating in the severe winter weather shelter service program.
- c) Any personnel assigned to assist with the severe winter weather shelter shall be deemed to be continuing under the employment of their respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as an employee of their respective public agency.
- d) The obligations under this Section C.2. of the Agreement shall survive expiration or termination of this Agreement to the fullest extent permitted by law.

D. Vendor's Insurance. County shall require that City and its respective officials, officers, directors, volunteers, and employees be named as an additional insured in all its third-party vendor contracts for shelter services related to severe winter weather that are partially funded by City. Vendor must be required to provide adequate insurance coverage limits, subject to the Parties' approval. Proof of insurance must be verified by County, kept on file, and provided to City.

E. License Agreement Required for Use of City Facilities. Should the Parties choose to use City-owned or operated facilities for the purpose of providing shelter during severe winter weather, the County's third-party vendor will be required to enter into a license agreement with the City.

F. General Terms

1. No Assignment. No Party to this Agreement can assign any portion of this Agreement without the other Parties' prior written consent, unless otherwise stated herein.
2. No Third-Party Rights. This Agreement is not intended, and shall not be construed, to create any right, benefit, or enforceable law, substantive or procedural, for any third party against any Parties to this Agreement, the State of California, the United States, or the officers, employees, agents, or other associated personnel thereof.
3. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
4. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
5. 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.
6. 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.
7. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
8. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BY

Signed by:

Matt Huffaker

5BBA93DE665946C...

Matt Huffaker

City of Santa Cruz

5/19/2025

Date

BY

DocuSigned by:

David Reid

5FFE6E6813B1490...

David Reid, Director

County of Santa Cruz

Office of Response, Recovery & Resilience

5/19/2025

Date

APPROVED AS TO FORM:

Signed by:

Tony Condotti

09F86FEC30914D9...

Office of the City Attorney

5/19/2025

Date

APPROVED AS TO FISCAL PROVISIONS:

Signed by:

Elizabeth Cabell

079E77A616616...

City of Santa Cruz Finance Director

5/19/2025

Date

APPROVED AS TO FORM:

Signed by:

John Ng

F0F6FD189D784BF...

Office of County Counsel

3/12/2025

Date

APPROVED AS TO INSURANCE:

Signed by:

Gina Borasi

E4EADC5BA53B4DB...

Santa Cruz County Risk Manager

3/12/2025

Date



Certificate Of Completion

Envelope Id: F91EB88A-003A-42E0-981A-AFCC91F56B0A		Status: Completed
Subject: Complete with Docusign: 2025-03-06 City of Santa Cruz and County of Santa Cruz Severe Winter We...		
Source Envelope:		
Document Pages: 6	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

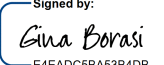
Status: Original	Holder: Annie Puckett	Location: DocuSign
3/12/2025 1:28:45 PM	Annie.Puckett@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
John Nguyen	<div>DocuSigned by:  F0F6FD189D784BF...</div>	Sent: 3/12/2025 1:30:11 PM
John.Nguyen@santacruzcountyca.gov		Viewed: 3/12/2025 1:57:19 PM
Lead Assistant County County Counsel		Signed: 3/12/2025 1:59:07 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image Using IP Address: 76.126.28.101	

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM
ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi	<div>Signed by:  E4EADC5BA53B4DB...</div>	Sent: 3/12/2025 1:59:08 PM
Gina.Borasi@santacruzcountyca.gov		Viewed: 3/12/2025 4:08:19 PM
Risk Manager		Signed: 3/12/2025 6:14:09 PM
County of Santa Cruz	Signature Adoption: Pre-selected Style Using IP Address: 24.6.202.106	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

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
Envelope Sent	Hashed/Encrypted	3/12/2025 1:30:11 PM
Certified Delivered	Security Checked	3/12/2025 4:08:19 PM
Signing Complete	Security Checked	3/12/2025 6:14:09 PM
Completed	Security Checked	3/12/2025 6:14:09 PM
Payment Events	Status	Timestamps
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.