

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

County of Santa Barbara

AND

DignityMoves La Posada LLC,
a California limited liability company

La Posada
4500 Hollister Avenue
Santa Barbara, California 93110

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is made effective as of May 16, 2023 (the "**Effective Date**"), by and between the County of Santa Barbara ("**County**") and DignityMoves La Posada LLC, a California limited liability company ("**DignityMoves**" and together with County, collectively, the "**Parties**" and each individually a "**Party**").

RECITALS

A. This Agreement is intended to provide for the development of temporary interim supportive housing for formerly unhoused individuals in order to assist in addressing the County's homelessness crisis.

B. The County owns that certain real property commonly known as 4500 Hollister Avenue in the County of Santa Barbara, State of California, identified as Assessor's Parcel Numbers 061-040-012 and 061-040-024, and as depicted on **Exhibit "A"** attached to this Agreement and incorporated herein (the "**Property**"), and has agreed to lease certain portions of the Property, as depicted in **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Premises**"), to DignityMoves pursuant to the terms of that certain Ground Lease Agreement dated on or about the Effective Date of this Agreement (the "**Lease**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Lease.

C. DignityMoves, with the approval of County, intends to develop the Premises with an interim housing project for formerly unhoused individuals containing [90] individual residential units and wet areas, common areas including, ancillary dining, laundry and storage facilities for residents and office and administration facilities for operation of the project (together with all related facilities, the "**Project**"). For purposes of this Agreement, the term "Project" shall be deemed to include the final number of residential units developed with related improvements as ultimately approved by the agency or agencies or Governmental authority or authorities with jurisdiction.

D. DignityMoves will receive California Encampment Resolution Funding Program funding for the development of the Project in the approximate amount of [One Million Dollars (\$1,000,000.00)] (the "**California Encampment Resolution Funding**") subject to that certain Development Subrecipient Agreement dated as of the date hereof, a true and correct copy of which is attached hereto as **Exhibit "C"** (the "**Development Subrecipient Agreement**"), and in the approximate amount of Four Million Dollars (\$4,000,000.00) from its own fundraising efforts.

E. DignityMoves is experienced in the development and ownership of housing development projects similar to the Project. DignityMoves will own the constructed individual modular residential units and the ancillary buildings and improvements for the Project.

F. The County desires to engage DignityMoves, and DignityMoves desires, to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, construction and completion of the Development Work (as such term is hereinafter defined) upon the terms, conditions and covenants herein described.

G. DignityMoves has identified a goal of having the Project permitted and ready for construction on or before July 1, 2023.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained in this Agreement, the County and DignityMoves agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" shall mean a person or entity controlled by, under common control with or controlling another person or entity. The term "control" means the ownership, directly or indirectly, of at least 50% of the voting ownership interests in an entity, or the management control of an entity.

"Agreement" shall mean this Development Management Agreement, as may be amended, modified or supplemented from time to time in accordance with the provisions hereof.

"Applicable Laws" shall mean all applicable federal, state, and local laws (statutory, common, or otherwise), ordinances, codes, rules, regulations, orders, injunctions, judgments, decrees, rulings or other similar requirements enacted, adopted, promulgated or applied by a Government or court of competent jurisdiction.

"Architect" shall mean the licensed architect engaged by DignityMoves to design the Project.

"Business Day" shall mean any day other than a Saturday, Sunday or other than a holiday on which businesses in the State of California are generally closed for business.

"City" shall mean the City of Santa Maria.

"Claims" shall mean any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, actual attorneys' fees and costs, court costs, demands, debts, causes of action, fines, judgments and penalties.

"Construction Contract(s)" shall mean any construction contracts entered into by DignityMoves and any Contractor providing for the performance of Development Work.

"Consultants" shall mean the architects, engineers, consultants or designers engaged by DignityMoves, for the Project.

"Contractor(s)" shall mean one or more licensed general contractors to be engaged by DignityMoves to construct all or a portion of the Improvements.

"County" shall mean the County of Santa Barbara.

"**Day**" shall mean a calendar day unless specifically referenced as a Business Day.

"**Development Budget**" shall mean the budget for the Development Work to be provided by DignityMoves to the County in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time, setting forth the anticipated costs, expenses, and income and other relevant financial projections to perform and complete the Development Work.

"**Development Plan**" shall mean the general plan for development of the Project consisting of the product type and size, site plan and density of development and Project amenities, which shall be consistent with the Entitlements.

"**Development Schedule**" shall mean a schedule to be prepared by DignityMoves and provided by DignityMoves to the County showing the dates of commencement and completion of various components of the Development Work, which Development Schedule shall be updated by DignityMoves as provided in this Agreement.

"**Development Work**" shall mean any and all construction and other work necessary for the construction of the Improvements, all as covered by the Development Budget.

"**Entitlements**" shall mean the Permits and all other Governmental agreements, permits, approvals and entitlements required from time to time for the development of the Project, including, but not limited to, the Development Work.

"**Force Majeure Event**" shall mean any of the following actions or events that causes an unavoidable prevention, delay or stoppage in the performance required of a Party hereunder, which action or event occurs outside of such Party's reasonable control and is not attributable to any act or omission of such Party or any of such Party's employees, members, affiliates, contractors, subcontractors, consultants, agents, or representatives: war, insurrection, strikes, lockouts, riots, material unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties, acts of terrorism, epidemics, pandemics, Governmental quarantine restrictions, freight embargoes, and suits filed by unrelated parties concerning or arising out of this Agreement; provided, however, that "Force Majeure Event" shall not include the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement, and all schedules, milestones and completion dates, and DignityMoves's staffing and plans reflect and include considerations necessitated by the current COVID-19 pandemic, including, without limitation: (a) suspensions and interruptions of work and/or services that are in place or scheduled; (b) restrictions on the working environment and construction means and methods; (c) size and proximity of work forces and worker productivity that are expected to follow as a result; and (d) shortages or price escalations for required materials and equipment.

"**Government**" or "**Governmental**" shall mean and include the City, County and any other governmental, quasi-governmental, or public utility authority.

"**Improvements**" shall mean the onsite and offsite grading, installation of sewer, water, storm drain, electrical, cable, and other utilities and connections to the Premises and the Project, site preparation and the installation of prefabricated and/or modular housing units to be incorporated into the Project, and vertical construction of any improvements constituting the

Project, together with the installation of landscape areas, including entry areas, walkways, open space and any other improvements to be constructed in connection with the development of the Project as set forth in the Plans and Specifications, as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, and any other Work of Improvement as that term is defined in Section 8050 of the California Civil Code.

"Line Items" shall mean the cost accounting categories set forth in the Development Budget for each of the construction trades for the construction of the Improvements and for any separate material categories or other development costs, including costs to obtain the Entitlements.

"Permits" shall mean such grading and building permits as may be necessary for the Development Work and construction of the Improvements.

"Plans and Specifications" shall mean the grading plans and the architectural and engineering plans and specifications for the Improvements including the improvement plans, Development Plan, the plot plans showing the proposed location of the Improvements and appurtenances, and such other plans and specifications as may be necessary for the construction of the Improvements.

"Project" shall have the meaning set forth in Recital C, above.

"Project Costs" shall mean all costs incurred by DignityMoves in connection with the Premises and/or the Project, in accordance with the Development Budget.

"Project Documents" shall mean this Agreement, the Lease, and the Development Subrecipient Agreement, collectively.

"Property" shall have the meaning set forth in Recital B, above.

"Services" shall mean the services contemplated to be performed by DignityMoves under this Agreement, which are in the nature of development services.

"Subcontractor" shall mean a person or organization who has a direct contract with DignityMoves to perform any work or to provide any materials, equipment or supplies for the Project and, as used herein, unless the context otherwise requires, shall include sub-subcontractors.

"Third Party or Parties" shall mean individually or collectively, as applicable, any Consultant, Contractor, Subcontractor, vendor, supplier or any other person or entity providing services or materials to the Project in connection with its development, other than DignityMoves.

"Third Party Contract" shall mean a contract between County and/or DignityMoves and any Third Party with respect to the development or operation of the Project, including any Construction Contract.

"Unavoidable Delay" shall mean any unavoidable prevention, delay or stoppage in the performance required of a Party hereunder caused by a Force Majeure Event, provided that (i) such Party has given prompt written notice to the other Party specifying and documenting such Force Majeure Event and the anticipated impact of such Force Majeure Event on such Party's ability to

perform, (ii) such Party has used and continues to use reasonable and diligent efforts to avoid and minimize such delay, stoppage, and/or prevention of performance, (iii) such Party has cooperated with the other Party to mitigate the impact of such delay, stoppage and/or prevention of performance, and (iv) such Party provides written updates to the other Party containing the information required in the foregoing clauses (i) through (iii) on a weekly basis during the continuation of such unavoidable prevention, delay or stoppage. In no event shall the COVID-19 pandemic or its impacts, whether or not currently known, result in any Unavoidable Delays.

ARTICLE 2 ENGAGEMENT; STANDARDS OF PERFORMANCE

2.1 Engagement. County hereby engages DignityMoves as the development manager of the Project with respect to the Development Work, for the purpose of managing, arranging, supervising and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms and conditions of the Project Documents. DignityMoves hereby accepts such engagement, and DignityMoves hereby agrees to use commercially reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required from time to time for the Project, (ii) negotiating all Third Party Contracts necessary for the completion of the Project, if any, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, all within the Development Budget and Development Schedule as the same may be modified from time to time in accordance with the provisions of this Agreement, (vi) signing documents, agreements, purchase orders, subcontracts, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work.

2.2 Standard of Performance. DignityMoves shall furnish its skill and judgment to perform the Development Work and shall cooperate with and reasonably inform the County and the Third Parties performing Development Work or otherwise providing services relating to the Project. DignityMoves shall perform its duties and obligations under this Agreement in a reasonably efficient, expeditious and economical manner, in accordance with the applicable Development Schedule and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the skill and care required of and ordinarily provided by development managers practicing in the same or similar locality under the same or similar circumstances, but in no event less than reasonable skill and care, and in compliance with all Applicable Laws. DignityMoves shall perform the Services as expeditiously as is consistent with such skill and care and the orderly progress of the Project in accordance with the Development Schedule.

2.3 DignityMoves's Personnel. DignityMoves may perform its duties and obligations hereunder with its own employees and/or by engaging Consultants and Contractors. DignityMoves shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing Services relating to the Project. Matt Riley ("**Representative**") shall represent DignityMoves as its agent and all written communications

given to or by that Representative shall be as if given to or by DignityMoves. DignityMoves shall ensure that its employees, Consultants and Contractors at all times perform DignityMoves's obligations hereunder in a good and workmanlike manner and in accordance with the provisions of the Project Documents.

2.4 County's Representatives. Those persons designated and identified in writing by County as its representatives shall represent County as its agents, and all written communications given to or by those representatives shall be deemed given to or by County. County's representatives may be changed from time to time by County by delivery of written notice thereof to DignityMoves.

2.5 Access to Work. The County, upon reasonable (no less than 24 hours', unless emergency circumstances justify less) notice, DignityMoves and their respective officers, managers, members, representatives, agents and employees shall at all times have access to the Project during the Term.

2.6 Project Accounts. DignityMoves shall establish one or more bank accounts (the "**Project Account(s)**") with banks designated by DignityMoves, and shall cause to be deposited into such Project Accounts all California Encampment Resolution Funding received by DignityMoves upon DignityMoves's receipt of such funding. DignityMoves may issue checks or make withdrawals from such Project Accounts for authorized expenditures, all as set forth in the Development Budget, as necessary for DignityMoves to perform its duties and responsibilities hereunder in accordance with the provisions of the Project Documents and in compliance with all California Encampment Resolution Funding Program requirements.

2.7 Licensing. The County acknowledges that DignityMoves does not hold a Contractor's State License Board license, and has advised the County of the same.

2.8 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate upon Substantial Completion (as such term is defined in the Lease) of the Project.

ARTICLE 3 PERFORMANCE OF THE DEVELOPMENT WORK

3.1.1 Development Budget, Development Schedule and Development Plan. The Development Schedule and Development Plan shall be provided to the County prior to commencing construction. Any amendments to the Development Schedule and Development Plan shall be promptly delivered to the County. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule, the Plans and Specifications, and the Development Budget.

3.1.2 Delay. If any delay in completion of the Development Work in accordance with the Development Schedule (or other applicable time period as specified herein) occurs due to a Force Majeure Event, the time for such performance shall be extended for a period equal to the period of such Unavoidable Delay. Promptly after DignityMoves becomes aware that (i) any action or performance set forth in the Development Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the

Development Schedule or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as the County may reasonably request, DignityMoves shall furnish to County proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Development Schedule.

3.2 Responsibilities of DignityMoves.

3.2.1 General Responsibility. DignityMoves's general responsibility hereunder as development manager shall be to manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as necessary to perform the Services and its other obligations hereunder in accordance with the provisions of the Project Documents, and as County may reasonably request within the scope of DignityMoves's responsibilities under this Agreement. DignityMoves will be required to make continuous inspections of the Development Work and supervise the means, methods, and techniques of construction, regardless of whether such Development Work is performed by DignityMoves directly or by Third Parties. In furtherance of the foregoing, the Improvements shall consist of the following: a [90]-unit temporary interim supportive housing site constructed with modular units, which shall be rooms for habitation by individuals and couples, common bathrooms, administrative offices, dining facilities, laundry and storage. Additionally, there will be one or more designated smoking areas and on-site parking.

3.2.2 Project Approvals. DignityMoves shall be solely responsible for procuring Entitlements. DignityMoves shall ensure that the Project is developed in accordance with the terms and conditions of this Agreement, and in compliance with the terms and conditions of the Ground Lease, the Development Subrecipient Agreement, and all Entitlements. DignityMoves shall expeditiously comply with County's requests with respect to the processing and procurement of any permits and approvals necessary for development of the Project on the Property.

3.2.3 Construction Plans. Within sixty (60) days after the Effective Date, DignityMoves shall engage the Architect to prepare construction plans for the Project (the "**Construction Plans**") and, together with the Architect and such Consultant(s) and Subcontractor(s) as are determined by DignityMoves to be necessary, cause to be prepared all necessary permit applications for review and approval by the County. The County shall promptly review any Construction Plans or other submittals provided by DignityMoves and provide comments thereon within five (5) Business Days of County's receipt of same, to the extent reasonably practicable. DignityMoves shall direct the Architect and all Subcontractors and Consultants, if any, to submit to County each subsequent revision of such document(s) within thirty (30) days of County's delivery of such documents to DignityMoves, to the extent reasonably practicable. As used herein "**Construction Plans**" means all construction documents upon which DignityMoves, the Architect, Contractor and any Subcontractors or Consultants shall rely in constructing the Project, and shall include, without limitation, the Plans and Specifications, Development Plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the approvals issued by the County for the Project, and shall not materially deviate therefrom without the express prior written consent of County.

3.2.4 Construction Pursuant to Plans. DignityMoves shall oversee the development, design and construction of the Project as herein described, in accordance with the approved Construction Plans, all other Entitlements, and the Project Documents. DignityMoves shall require its employees, agents, and representatives, and all Contractor(s), Subcontractor(s), and Consultants to comply with all directions, rules and regulations of any fire marshal, health officer, building official or other officer of every Governmental agency having jurisdiction over the Property or the Project. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

3.2.5 Development Schedule. DignityMoves shall cause development of the Project to be commenced within three (3) business days of securing all permits required for the development of the Project. DignityMoves shall cause development of the Project to be diligently performed to completion sufficient to allow County to issue final certificates of occupancy for the Project on or before the date that is sixty (60) days after issuance of temporary certificates of occupancy. Notwithstanding the foregoing, DignityMoves shall pursue, and the County shall reasonably cooperate with DignityMoves's pursuit of, a temporary certificate of occupancy, pursuant to which the Project may be occupied prior to issuance of final certificates of occupancy.

3.2.6 Mechanic's Liens and Stop Notices. DignityMoves shall keep the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of DignityMoves in the performance of its obligations hereunder.

3.2.7 Cost of Construction. The costs of designing, developing and constructing the Improvements and the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available to DignityMoves for its disbursement and application to the Contractor, Subcontractor(s), Consultants and other professionals contributing to the construction of the Project in accordance with the provisions of the Development Subrecipient Agreement and all Applicable Laws.

3.2.8 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction or development work on the Property, and DignityMoves shall refrain from, and shall ensure that all Contractors, Consultants and Subcontractors refrain from, discrimination on such bases

3.2.9 Compliance with Laws. DignityMoves shall, and shall ensure that all Contractor(s), Consultants and Subcontractors engaged in connection with the Project perform the Services in a first class and workmanlike manner in accordance with the Construction Plans, the Project Documents, the Entitlements, and in compliance with all Applicable Laws.

3.3 Sufficiency of Project Funds. DignityMoves represents that the amount of the Funding is anticipated to be sufficient to complete the Project in accordance with the Development Budget and Development Schedule, as the same may be modified from time to time.

3.4 Approvals and Consents of County. If at any time DignityMoves requests the approval of County with respect to any matter relating to the Project, County shall provide

such approval or disapproval within five (5) Business Days of receiving written notice of such request (as provided in Section 11.4) from DignityMoves along with all documentation reasonably requested by County in connection with such request.

ARTICLE 4 AUTHORITY OF DEVELOPMENT MANAGER

DignityMoves shall have no right or authority, express or implied, to commit or otherwise obligate County in any manner whatsoever except to the extent specifically authorized in writing by County.

ARTICLE 5 PROGRESS MEETINGS

At County's request, DignityMoves shall schedule and attend periodic (as frequently as weekly) meetings with County to discuss the progress of the development and construction of the Project.

ARTICLE 6 INSURANCE

6.1 Insurance General. At all times during the Term, DignityMoves shall comply with the following insurance requirements:

6.1.1.1 Except as otherwise approved by County, all insurance described under this Article to be carried by DignityMoves will be maintained by DignityMoves with insurance carriers having a general policyholders' rating of not less than an "A-" and financial rating of not less than "VI" in the most current Best's Key Rating Guide. DignityMoves may provide the insurance described in this Article, in whole or in part, through a policy or policies covering other liabilities and projects of DignityMoves provided that DignityMoves obtains a "per project, per location" endorsement.

6.1.1.2 Premiums for all policies of insurance required to be maintained by DignityMoves under this Agreement shall be paid by DignityMoves unless otherwise provided in this Agreement or in the Development Budget.

6.2 Evidence of Insurance. As evidence of DignityMoves's specified insurance coverage, County shall accept certificates issued by DignityMoves's insurance carrier acceptable to County showing such policies in force for the specified period. Such evidence shall be delivered to County prior to commencement of Services. DignityMoves shall also allow County to inspect such evidence of insurance as DignityMoves obtains from its Subcontractors, but County shall have no obligation to inspect such evidence of insurance.

6.3 Workers' Compensation Insurance. DignityMoves shall maintain Workers' Compensation Insurance (statutory limit) for all persons whom it employs in carrying out the Services under this Agreement, the cost of which shall be paid by the County to the extent such Workers' Compensation Insurance covers employees housed at the Project or otherwise dedicated

to work at the Project other than the corporate officers and employees of the DignityMoves housed at the DignityMoves's corporate offices.

6.4 Commercial General Liability Insurance. DignityMoves shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per incident and with a total limit of Two Million Dollars (\$2,000,000.00) with coverage at least as broad as the current ISO forms.

6.5 Automobile Liability Insurance. DignityMoves shall maintain owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by DignityMoves in connection with this Agreement, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00).

6.6 Umbrella/Excess Coverage. DignityMoves shall maintain umbrella/excess liability coverage on an "occurrence" basis, with a combined single limit for bodily injury and property damage of Five Million Dollars (\$5,000,000.00) covering general liability and automobile liability.

6.7 Additional Insured. County shall be named as an additional insured in all policies of insurance required to be maintained by DignityMoves hereunder. To the extent available with respect to insurance required to be obtained by Third Parties pursuant to the provisions of Third Party Contracts, DignityMoves shall use reasonable efforts to have Third Parties include County and DignityMoves as an additional insureds under such coverage.

6.8 County's Insurance.

(a) Workers' Compensation. County shall maintain workers' compensation insurance as required by law.

(b) Builder's Risk. County shall maintain an "all risk" (excluding earthquake and flood) builder's risk policy covering loss or damage to the Project in the amount of the full replacement cost thereof and covering the interest of County therein. Such policy shall cover the interest of County and DignityMoves.

(c) Employee Public Liability. County may elect to maintain an employee liability policy (EPL), which covering all County employees working at the Project.

ARTICLE 7 COMPENSATION OF DEVELOPMENT MANAGER

DignityMoves is a non-profit entity and intends to perform the services contemplated hereunder without fee compensation, but shall be entitled to pay and/or seek reimbursement from the Funding (and such additional funding sources as the Parties may identify and secure) of its incurred expenses and costs in the amounts indicated for such purposes on the Project Budget. Amounts remaining undisbursed in the Project Accounts, except for any California Encampment Resolution Funding, upon final completion of the Project shall be distributable to DignityMoves.

**ARTICLE 8
FUNDING FOR PROJECT**

8.1 Costs to be Paid With Funding. Project Costs, which are to be paid for from the Funding and such additional funding sources as the Parties may identify and secure, shall include the following general categories to the extent incurred by DignityMoves in accordance with the Development Budget:

8.1.1 All costs for architectural, legal, accounting, engineering and other consultant services and for soils, geological, and toxic and hazardous waste studies, and any environmental studies;

8.1.2 All construction and development costs, including labor and material costs and equipment rental and repair, and the costs to maintain the Premises as provided in this Agreement;

8.1.3 All Governmental licenses and fees relating to the Project, costs to process, obtain and maintain the Entitlements, all real and personal property taxes imposed against the Premises and Project and all bonds or deposits required in connection with the development of the Project;

8.1.4 The premiums on any insurance required to be carried by County or DignityMoves pursuant to this Agreement to the extent properly allocable to the Project (but excluding workers' compensation insurance); and

8.1.5 All other costs incurred in connection with the Development Work.

**ARTICLE 9
REPRESENTATIONS AND WARRANTIES**

9.1 Representations and Warranties of DignityMoves. DignityMoves hereby represents and warrants to County as follows:

9.1.1 Formation; Qualification. DignityMoves is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California.

9.1.2 Authorization; Binding Agreement. DignityMoves has taken all action required to allow DignityMoves to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of DignityMoves, and neither its execution nor performance violates the requirements of any other agreement to which DignityMoves is a party or is otherwise bound.

9.1.3 Resources. DignityMoves has and shall maintain at all times during the Term sufficient facilities, expertise, staff, assets and other resources to perform its duties under this Agreement.

9.2 Representations and Warranties of County. County hereby represents and warrants to DignityMoves as follows:

9.2.1 Formation; Qualification. County is a political subdivision of the State of California, duly formed and validly existing under the laws of the State of California.

9.2.2 Authorization; Binding Agreement. County has taken all action required to allow County to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation of County.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Remedies Cumulative. No remedy herein reserved is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in this Agreement or as now or hereafter existing or at law, equity or by statute.

10.2 Nonwaiver. The failure of either Party to notify the other Party of any default under this Agreement shall not be deemed to be a waiver of any continuing default of any term, covenant or condition set forth in this Agreement, nor of such Party's right to declare a default for any such continuing breach, and the failure of either Party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any option in this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect,

10.3 Binding Effect.—The rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, County and DignityMoves and their respective permitted successors and assigns in accordance with the terms of this Agreement and the other Project Documents.

10.4 Written Notice. For purposes of this Agreement, notices will be deemed to have been given upon personal delivery thereof, three (3) Business Days after having been deposited in the United States Postal Service mail, postage prepaid and properly addressed, one (1) Business Day after having been sent by Federal Express or other nationally recognized overnight delivery service or upon confirmation if sent by facsimile or email. Any Party may from time to time, by written notice to the other Party, designate a different address for such Party, which shall be substituted for the one set forth for such Party below.

County:	County of Santa Barbara General Services Department Real Property Division 1105 Santa Barbara Street, 2 nd Floor Santa Barbara, CA 93101 Attn: Julie Lawrence, Real Property Manager Phone: (805)568-3070 Email: RealProperty@countyofsb.org
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DignityMoves:

DignityMoves La Posada LLC
2406 Bush Street
San Francisco, CA 94115
Attn: Elizabeth Funk
Phone: (415) 867-7397
Email: elizabeth@dignitymoves.org

10.5 Severability. Should any one or more provisions set forth in this Agreement for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Agreement.

10.6 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

10.7 Exhibit(s) and Headings; Construction. The Exhibit(s) hereto shall be construed with and as integral parts of this Agreement to the same extent as if the same had been set forth verbatim herein. The titles and headings of articles and sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as “herein,” “hereto,” and “hereunder” shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to;” and (iv) “shall,” “will” and “must” are mandatory and “may” is permissive.

10.8 No Oral Agreements. No oral order, objection, claim or notice by any Party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification thereof in writing duly executed by both of the Parties, and no evidence shall be introduced in any proceeding of any other waiver or modification.

10.9 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

10.10 Governing Law. This Agreement shall be governed by the internal laws of the State of California without regard to choice of law rules.

10.11 Merger. This Agreement, together with the Lease and the Development Subrecipient Agreement and all exhibits hereto and thereto, contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior understandings and agreements between the Parties with respect to the subject matter hereof are superseded by this Agreement, and there are no representations, warranties or agreements except as specifically and expressly set forth herein and in the other Project Documents.

10.12 Time. Time is of the essence of this Agreement and each provision hereof of which time is an element.

10.13 Parties' Relationship. No provisions of this Agreement shall be intended to create an agency, partnership or joint venture or other similar relationship between County and DignityMoves with respect to the Project, and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither this Agreement, nor any communication or other action between the Parties relating to the Project, is intended or shall be construed to create a joint venture, partnership or other similar relationship between DignityMoves and County.

10.14 Indemnity. DignityMoves shall defend (with counsel reasonably approved by the County), indemnify and hold harmless the County and its officers, officials, agents, representatives, volunteers, and employees from and against any and all Claims, demands, damages, costs, expenses (including reasonable attorney's fees and costs), judgments and liabilities relating to, arising out of, in connection with, or incidental to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly, including, but not limited to, the acts, errors or omissions of DignityMoves, its employees, agents, volunteers, contractors or invitees, other than in the event of a California Environmental Quality Act (CEQA) challenge or where such indemnification is prohibited by law; provided, however, that Claims indemnified pursuant to the foregoing shall not include claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent resulting from the sole negligence or willful misconduct of the County or from the acts, errors or omissions of [Service Provider], its employees, agents, volunteers, contractors or invitees. This Section 10.14 shall survive expiration or termination of this Agreement until actions against any person to be indemnified hereunder on account of any matter covered by this indemnity are barred by applicable statutes of limitations.

10.15 Advice of Counsel. Each Party represents and warrants that it has received the advice of independent counsel of its own choosing with respect to the meaning and effect of this Agreement. No provision of this Agreement shall be construed in favor of or against any Party on the ground that such Party or its counsel drafted the provision.

10.16 Contingent Upon Lease. The effectiveness of this Agreement is contingent upon the effectiveness of the Lease.

10.17 Assignment. DignityMoves shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, the Property, the Premises, the Improvements, or any of DignityMoves' rights or obligations herein or hereunder, or license or sublease the Property, Premises, Improvements, or any part thereof, or any right or privilege

appurtenant thereto, other than to Service Provider pursuant to the Use Agreement, without County's prior written consent in each instance. Consent by County to any one such assignment, transfer, license or sublease shall not be deemed to constitute consent to any subsequent assignment, transfer, license or sublease. Any assignment, transfer, license or sublease made contrary to this Section 10.17 shall be null and void at the election of County, in County's sole discretion.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date set forth above.

COUNTY:

COUNTY OF SANTA BARBARA
a political subdivision of the State of California

By: _____
Kirk Lagerquist, Director
General Services Department

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
GREG MILLIGAN
CEO/RISK MANAGEMENT

By: _____
Lauren Wideman
Deputy County Counsel

By: _____
Greg Milligan
Risk Manager

APPROVED:

By: _____
Julie Lawrence
Real Property Manager

DIGNITYMOVES:

DIGNITY MOVES LA POSADA LLC,
a California limited liability company

By: _____
Elizabeth Funk, CEO

EXHIBIT A
PROPERTY

EXHIBIT B

PREMISES

EXHIBIT C

DEVELOPMENT SUBRECIPIENT AGREEMENT

(attached)