

Project: La Posada Santa Barbara
Folio: _____
APNs: 061-040-012 and 061-040-024

**FIRST AMENDMENT TO
DEVELOPMENT MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT MANAGEMENT AGREEMENT
("First Amendment") is made by and between

and COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

and

DIGNITYMOVES LA POSADA LLC, a California limited liability company, hereinafter referred to as "DIGNITY" (and together with COUNTY, collectively, the "Parties" and each a "Party"),

with reference to the following:

WHEREAS, the COUNTY is the fee owner of that certain real property in the unincorporated County of Santa Barbara, State of California, with an address of 4500 Hollister Avenue, Santa Barbara, more particularly described as County Assessor's Parcel Numbers 061-040-012 and 061-040-024 ("Property"); and

WHEREAS, the Parties are parties to that certain Development Management Agreement dated May 16, 2023 ("Agreement"), pursuant to which DIGNITY agreed to construct and develop, on a portion of the Property leased to DIGNITY by the COUNTY, modular Interim Supportive Temporary Emergency Housing Units for homeless individuals, and related facilities; and

WHEREAS, the COUNTY and DIGNITY desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions contained herein, COUNTY and DIGNITY agree to amend the Agreement as follows:

1. FUNDING AMOUNT: Recital D of the Agreement is hereby amended by replacing Recital D to read in its entirety as follows:

"D. DignityMoves will receive California Encampment Resolution Funding Program funding for the development of the Project in the approximate amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (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."

2. **NOTICES**: The contact information for the COUNTY set forth in Section 10.4 of the Agreement is hereby amended by replacing such COUNTY contact information to read in its entirety as follows:

"County: County of Santa Barbara
General Services Department
Real Property Division
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Real Property Manager
Email: RealProperty@countyofsb.org"

3. **EXECUTION IN COUNTERPARTS**: This First Amendment may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

4. **CERTIFICATION OF SIGNATORIES**: Each of the signatories to this First Amendment represent and warrant that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such Party to its terms and conditions, or to carry out any of such Party's duties or obligations hereunder. The Parties each represent and warrant that:

(a) This First Amendment has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such Party, threatened against or affecting such Party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this First Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this First Amendment will not result in any breach or violation of, or constitute a default under, any other lease or financing agreement. DIGNITY agrees that it shall provide to COUNTY, upon COUNTY's request, evidence that the execution and delivery of this First Amendment has been duly authorized by DIGNITY.

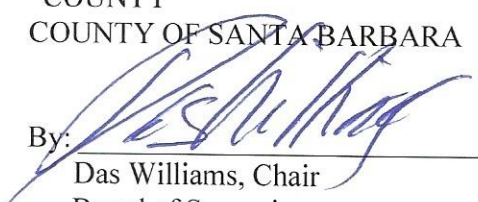
5. Except as set forth in Sections 1 through 2, above, this First Amendment shall not modify or change any of the provisions of the Agreement, and the Parties are bound by the provisions of the Agreement, as amended herein.

(COUNTY and DIGNITY signatures continue on following page)

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IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“COUNTY”
COUNTY OF SANTA BARBARA

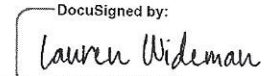
By: 
Das Williams, Chair
Board of Supervisors

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy Clerk

Dated: 11-7-23

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
6BAAEA15901943F...
Deputy Auditor-Controller

APPROVED AS TO CONTENT:

By: 
A6FD81265FC9409...

Real Property Manager

(DIGNITY signature continues on next page)

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IN WITNESS WHEREOF, COUNTY and DIGNITY have executed this First Amendment by their respective authorized officers as set forth below, effective as of the first date duly executed by all of the parties hereto.

“DIGNITY”

DIGNITYMOVES LA POSADA LLC,
a California limited liability company

DocuSigned by:
Elizabeth Funk
By: _____
Elizabeth Funk,
Chief Executive Officer

By: DIGNITYMOVES, a California
nonprofit public benefit corporation, its
Sole Member

DocuSigned by:
Elizabeth Funk
By: _____
Elizabeth Funk,
Chief Executive Officer

10/25/2023 | 7:16 PM PDT
Date: _____, 2023