

**AMENDMENT #1 TO AGREEMENT A-17471
BY AND BETWEEN
COUNTY OF MONTEREY & DIGNITYMOVES**

THIS AMENDMENT #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and DignityMoves, a California non-profit corporation (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the development of a 34-bed low barrier navigation center for unhoused individuals to address the homelessness crisis in the counties of Monterey and Santa Cruz to be located at 118 First Street, Watsonville, California for the former occupants of an encampment located along the multi-jurisdictional boundaries of the Pajaro River adjacent to the City of Watsonville, for the period of April 23, 2024 to June 30, 2026 for a contract total of \$5,034,591.00; and,

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #1 to **add \$1,088,075 for additional construction costs** with no change to the contract term for a **revised contract total of \$6,122,666.00**.

NOW THEREFORE, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **TITLE PAGE of the Agreement is amended as follows:**
Remove “Recurso de Fuerza Village” and add “**Low Barrier Navigation Center**” and remove address “5 Cherry Court” and add “**118 First Street**”.
2. **RECITAL SECTION B is amended as follows:**
Remove “5 Cherry Court” and add “**118 First Street**” and remove “APN 017-172-31” and add “**APN 017-172-32**”.
3. **RECITAL SECTION D is amended to read as follows:**
The County will provide and administer funding, in the amount of approximately **\$6,122,666** comprised of State of California Encampment Resolution Funding and a housing funding award from the Central California Alliance for Health (together with any additional funds donated or otherwise provided, if any, to fund the construction of the Project, collectively, the “Funding”).
4. **AGREEMENT FOOTER is amended as follows:**
Remove “\$5,034,591” and add “**\$6,122,666**” and add “**ERF-2-R & CCAH Housing Funding Award**”.

5. **ARTICLE 7, PARAGRAPH 2 is amended to read as follows:**

The County will provide and administer funding in the amount of approximately **\$6,122,666**, which will include funds administered by the County through the State of California Encampment Resolution Funding Program and the Central California Alliance for Health Housing Funding Award (together with any additional funds donated or otherwise provided, if any, to fund the construction of the Project, collectively, the "Funding").

6. **Exhibit A-1** hereto replaces Exhibit A and reflects an updated site design plan image of the property site.
7. **Exhibit B-1** hereto replaces Exhibit B and reflects the **addition of \$1,088,075** for a new development budget of **\$6,122,666**.
8. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.
9. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT, dated April 23, 2024, respectively.

This space left blank intentionally.

IN WITNESS WHEREOF, COUNTY and DIGNITYMOVES have executed this AMENDMENT #1 on the day and year written below.

COUNTY OF MONTEREY: COUNTY ADMINISTRATIVE OFFICE, Sonia M. De La Rosa, CAO DocuSigned by: By: <u>Deborah Paolinelli</u> DFCFE819B765478... Deborah Paolinelli, Assistant CAO Date: <u>10/9/2025 6:34 AM PDT</u>	DIGNITYMOVES: Elizabeth Funk, CEO of DignityMoves DocuSigned by: By: <u>Elizabeth Funk</u> 1FD7AD0FFC2D49E... Elizabeth Funk, CEO Date: <u>9/22/2025 4:09 PM PDT</u>
CONTRACTS & PURCHASING OFFICER, Debra R. Wilson DocuSigned by: By: <u>[Signature]</u> F81C2DE2F34A415... Debra R. Wilson Date: <u>10/9/2025 7:29 AM PDT</u>	Freya Estreller, DignityMoves CFO DocuSigned by: By: <u>Freya Estreller, CFO</u> 41AC06452DD7460... Freya Estreller, CFO Date: <u>9/22/2025 5:26 PM PDT</u>
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel DocuSigned by: By: <u>Anne Brereton</u> A46081E5DE63489... Anne Brereton, Deputy County Counsel Date: <u>9/23/2025 9:35 AM PDT</u>	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller DocuSigned by: By: <u>Jennifer Forsyth</u> 4E7E657675454AE... Jennifer Forsyth Date: <u>9/23/2025 10:29 AM PDT</u>	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel Signed by: By: <u>David Bolton</u> 68FDC203FF6243C... David Bolton, Risk Manager Date: <u>9/23/2025 9:39 AM PDT</u>	

DEVELOPMENT MANAGEMENT AGREEMENT

BETWEEN

COUNTY OF MONTEREY

AND

DIGNITYMOVES,
a California nonprofit corporation

Low Barrier Navigation Center
118 First Street
Watsonville, California 95076

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Monterey ("**County**") and DIGNITYMOVES, a California nonprofit corporation ("**DignityMoves**"), collectively referred to as "**the Parties**".

RECITALS

A. This Agreement is intended to provide for the development of modular housing for unhoused individuals in order to assist in addressing the homelessness crisis in the counties of Santa Cruz and Monterey.

B. Westview (Japanese) Presbyterian Church, a California nonprofit corporation (the "**Church**") owns the real property located at 118 First Street, Watsonville, California, which is located within the jurisdictional boundaries of the City of Watsonville (the "**City**") in the Santa Cruz County (APN 017-172-32), as more particularly described in **Exhibit "A-1"** (the "**Property**"). Exhibit A-1 is attached to this Agreement and incorporated by this reference. The Parties understand and agree that a County selected nonprofit partner based in Santa Cruz County will lease the Property from the Church and that the Property will serve as the site for the development of modular housing for unhoused individuals.

C. DignityMoves, with the approval of the City and County, intends to develop the Property with an interim housing project for unhoused individuals proposed to contain 34 modular individual residential sleeping units (sometimes referred to as "modular housing units" or "units"), along with wet areas (including common restrooms and restrooms adjoining certain units), common areas (including but not limited to ancillary dining, green space, pet area, laundry and storage facilities for residents) and office and administration facilities for operation of the foregoing (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. The County will provide and administer funding, in the amount of approximately \$6,122,666, comprised of State of California Encampment Resolution Funding and a housing allowance award from the Central California Alliance for Health (together with any additional funds donated or otherwise provided, if any, to fund the construction of the Project, collectively, the "**Funding**"). The Parties understand and agree that no additional funds have been donated, or otherwise provided or allocated, to fund the construction of the Project as of the effective date of this Agreement.

E. DignityMoves is experienced in developing interim housing development projects similar to the Project and will provide development management services for this 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. The Parties understand and agree that the County intends to assign and transfer the ownership of the modular housing units to the County of Santa Cruz by on or about June 30, 2026.

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.

"Architect" shall mean the licensed project architect engaged by DignityMoves to serve as architect for the Project. DignityMoves has engaged Gensler Architects of San Francisco, California to act as the Architect for 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 Watsonville, California.

"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" shall mean one or more licensed general contractors to be engaged by DignityMoves to construct all or a portion of the Improvements engaged by DignityMoves to act as the general contractor for the Project.

"County" shall mean County of Monterey, California.

"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 agreed to in writing by the County and DignityMoves in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time as mutually agreed to in writing by the parties, 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 and shall be subject to County approval.

"Development Schedule" shall mean a schedule to be prepared by DignityMoves, the Architect and Contractor and approved by the County in its reasonable discretion showing the dates of commencement and completion of various components of the Development Work, which Development Schedule shall be updated by DignityMoves in consultation with the Architect and Contractor and reviewed by the County 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.

"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 Property and the Project, site preparation and, if required, 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.

"Notice of Termination" shall mean a written notice of termination of this Agreement delivered by the County to DignityMoves and/or by DignityMoves to the County.

"Permits" shall mean such grading and building permits, or any other public agency permits as may be necessary for the 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 that may be approved by the City, 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.

"Project Costs" shall mean all costs incurred by DignityMoves in connection with the Project, in accordance with the Development Budget or otherwise approved by the County in writing.

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

"Services" shall mean the development services contemplated to be performed by DignityMoves under this Agreement.

"Subcontractor" shall mean a person or organization who has a direct contract with DignityMoves and/or DignityMoves' Contractor/s to perform any work or to provide any materials, equipment or supplies for the Project.

"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, other than DignityMoves.

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

"Unavoidable Delay" shall mean any prevention, delay or stoppage in the Services required of DignityMoves and/or other Third Parties performing services pursuant to this Agreement, but not including any payment and/or performance obligations of DignityMoves, caused by war, insurrection, strikes, lockouts, riots, unusually adverse weather, unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions, unknown Property conditions discovered during the course of construction, newly enacted Governmental regulations or controls, the application to the Project of existing regulations or controls or similar events outside the performing party's control impacting the Project, its location or the region in which the Project is located, or other matters or causes beyond the reasonable control of DignityMoves, including delays arising from an action under the California Environmental Quality Act (CEQA), failure by City to expedite the plan check process, or unreasonable

processing times for City or other public agency approvals, which shall extend the time within which this Agreement requires certain acts to be performed for a period equal to any such prevention, delay or stoppage. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any Unavoidable Delay affecting the Project or this Agreement will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within thirty (30) calendar days from the commencement of the cause.

ARTICLE 2

ENGAGEMENT; STANDARDS OF PERFORMANCE

2.1 Engagement. The County hereby engages DignityMoves as the development manager of the Project with respect to the Development Work, for the purpose of managing, supervising, and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms, conditions and limitations herein set forth. DignityMoves hereby accepts such engagement and DignityMoves hereby agrees to use reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required for Project occupancy (See Section 3.2.2), (ii) negotiating any Third Party Contracts necessary for the completion of the Project, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the applicable Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, within the Development Budget and Project Schedule as the same may be modified from time to time, (vi) signing documents, purchase orders, 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 or as requested by the County.

2.2 Standard of Performance. DignityMoves shall furnish its skill and judgment to perform the Development Work and shall cooperate with the City, 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 Project Schedule (subject, however, to the provisions of Section 3.2) and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the professional care, skill, judgment, diligence and care 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 its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project, consistent with the Development Schedule. DignityMoves shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

2.3 DignityMoves' Personnel, Contractors and Consultants. DignityMoves may perform its duties and obligations hereunder with its own employees and/or by engaging Consultants or Contractors. DignityMoves shall be responsible for hiring, supervising, training, and terminating all of its employees and staff members performing Services relating to the Project. The persons designated by DignityMoves as its representatives ("**Representatives**") shall represent DignityMoves as its agents and all written communications given to or by those Representatives shall be as if given to or by DignityMoves. DignityMoves and its employees, agents, Third Party Consultants, and Contractors shall at all times perform DignityMoves' obligations hereunder in a good and workmanlike manner. Any employee, agent, Third Party Consultant or Contractor of DignityMoves performing Development Work who, in the reasonable opinion of the County, does not perform its work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the County, be promptly removed from performing Development Work on the Project. DignityMoves shall fully comply with all applicable laws and regulations relating to Workers' Compensation Insurance (WCI), social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws, including the California Labor Code, as applicable to DignityMoves' employees, agents, Third Party Consultants and Contractors.

2.4 County's Representative. Roxanne V. Wilson, County Administrative Office Homeless Services Director shall represent the County, and all written communications given to or by such representative shall be deemed given to or by the County. The County's representative may be changed from time to time by the County by delivery of written notice thereof to DignityMoves.

2.5 Access to Work. The County, DignityMoves and their respective officers, managers, members, representatives, agents, and employees shall at all times have access to the Project and the Development Work wherever it is in preparation or progress. It is acknowledged by all Parties that the County does not own the Project premises.

2.6 Project Accounts; Funding. DignityMoves shall submit to the Contract Administrator monthly invoices on a form acceptable to County setting forth the amounts claimed by DignityMoves for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice within seven (7) business days of receipt of the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within forty-five (45) days of receiving the certified invoice. DignityMoves shall not receive reimbursement for travel expenses unless set forth in this Agreement.

2.6.1 Dignity Moves shall establish a bank account (the "Project Account") specifically for the Project. The County will wire an advance payment of two million dollars and zero cents (\$2,000,000) into the Project Account upon execution of the Agreement prior to DignityMoves submitting the initial draw package. To offset the advance payment,

DignityMoves shall deduct \$500,000 over each of the first four (4) monthly invoices of the Agreement. The advanced payment shall be fully offset by the Project completion date. DignityMoves agrees that the advanced payment provided in this Agreement, is to be used solely for the purposes of this Project. All payments after the advance payment will be paid 30 days after receipt of a certified invoice to the Auditor-Controller's office. Dignity Moves shall be authorized to issue checks or make withdrawals for payment of contractors, vendors and consultants from such Project Account once the County has approved the draw package.

2.6.2 The Draw Process. On a monthly basis: (a) Consultants and the Contractor shall submit their invoices to DignityMoves no later than the 23rd day of each month for work completed as of the 23rd day of that month; (b) DignityMoves shall review all invoices received for work completed as of the 23rd day of that month and assemble a DRAW PACKAGE for submittal to the County for the County's approval on the 25th day of that month, which draw package shall include: (i) a SUMMARY listing all invoices (including an invoice for DignityMoves' development fee pursuant to ARTICLE 7) to be paid for that month and the total draw amount; (ii) copies of all invoices to be paid; (iii) General Contractor's Application for Payment including conditional releases for the current pay application and unconditional releases for the previous pay application; and (iv) an updated DEVELOPMENT BUDGET reflecting paid-to-date and balance-to-complete. DignityMoves recommends and is amenable to a monthly draw review meeting with the County.

2.7 Licensing. DignityMoves has advised the County, and the County acknowledges, that DignityMoves does not hold a State of California, Department of Consumer Affairs, Contractors State License Board (CSLB) license. DignityMoves will obtain a business license with the City of Watsonville.

2.8 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate on June 30, 2026, or on the date a certificate of occupancy issues for the Project and the County of Santa Cruz receives possession of the Project, whichever date is earlier.

2.9 Termination. The County may cancel and terminate this Agreement upon fourteen (14) days' written notice to DignityMoves upon an Event of Default provided, however, that if such Event of Default is deemed curable by both parties following a meet and confer, DignityMoves shall have the ability to cure the Event of Default within such fourteen (14) day period. Notwithstanding this provision, County shall have the right to immediately terminate this agreement in the event DignityMoves becomes insolvent, files or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, consents to, or is ordered to an appointment of a trustee, receiver, or custodian for a substantial part of its property or business; provided, however, if such petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or appointment of a trustee, receiver, or custodian for a substantial part of its property or business was involuntary and not consented to by DignityMoves, County may only terminate this Agreement if such petition or appointment is not discharged, stayed or dismissed within sixty (60) days of the filing of said petition or appointment, whichever occurs earlier.

ARTICLE 3 PERFORMANCE OF THE DEVELOPMENT WORK

3.1 Development Budgets.

3.1.1 Approval of Development Budgets. The County has approved of the preliminary Development Budget attached hereto as Exhibit B-1 and incorporated by this reference. DignityMoves shall advise the County if DignityMoves determines that the amounts set forth in the applicable Development Budget will be exceeded. Any amendments and all material changes to the Development Budget shall be promptly delivered and subject to the County's prior written approval.

3.1.2 Conformity with Development Budget. DignityMoves shall use commercially reasonable and diligent efforts to enable the Development Work to be completed in conformity with the Development Budget making use of the Funding available the Project; provided, however, in no event shall DignityMoves (a) be required to extend credit or expend funds with respect to the Project or (b) be responsible for the payment of any amounts incurred in excess of the Development budget unless such amounts arise from DignityMoves' gross negligence, willful misconduct or willful failure to perform its material obligations under this Agreement (beyond any applicable notice and cure period). The County acknowledges that changes to the Project scope will impact the Development Budget.

3.2 Project Schedule and Development Plan.

3.2.1 Approved Project Schedule and Development Plan. DignityMoves and the County will jointly agree upon the Project Schedule and Development Plan. The Project Schedule and Development Plan shall be updated regularly by DignityMoves. DignityMoves shall provide the County with reports with respect to the progress of the Development Work and the status of the Development Budget and amounts of the Funding remaining in the Project Accounts. DignityMoves shall provide the County with concurrent copies of Contractors' monthly applications for payment.

3.2.2 Delay. DignityMoves shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule and the Development Budget. If any delay in completion of the Development Work in accordance with the Project Schedule (or other applicable time period as specified herein) occurs due to an Unavoidable Delay, including any City or public agency processing delays, the Project Schedule shall be appropriately modified. In the event of an Unavoidable Delay, DignityMoves and the County shall meet and confer within seven (7) business days to discuss modifications to the Development Plan, Project Schedule and the Development Budget.

3.2.3 Notification by DignityMoves. Promptly after DignityMoves becomes aware that (i) any action or performance shown in the Project Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the Project

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 the County proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Project Schedule. DignityMoves shall submit a written remedial plan of action for recapturing such schedule slippage, together with supporting documentation therefor. The County shall review the proposal with DignityMoves and DignityMoves shall make any necessary revisions thereto as mutually agreed upon during the review.

3.3 Responsibilities of DignityMoves.

3.3.1 General Responsibility. DignityMoves' general responsibility hereunder as the County's 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 the County may reasonably request within the scope of DignityMoves' responsibilities in this Agreement. DignityMoves will be required to make continuous inspections of the work and shall be responsible for fully understanding and supervising the means, methods, and techniques of construction, regardless of whether or not the work is under its control or under the control of Third Parties including DignityMoves' Contractors and any Subcontractors. In furtherance of the foregoing, the Development Work is proposed to consist of the following: a 34-unit interim housing site constructed with individual modular housing units containing individual rooms for habitation, along with common bathrooms, administrative offices, dining facilities, laundry and storage.

3.3.2 Project Approvals. DignityMoves shall be solely responsible for procuring Entitlements. DignityMoves shall ensure that the Project shall be developed in accordance with the terms and conditions of this Agreement and all approvals, entitlements and permits that the City and County or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the effective date of this Agreement or may hereafter grant or issue in connection with development of the Project. DignityMoves and the County acknowledge that construction of the Project is expected to commence on or about June 1, 2024.

3.3.3 Construction Plans. DignityMoves has engaged the Architect to prepare construction plans for the Project (the "**Construction Plans**"), and together with the Architect, and such Consultants as the Architect and DignityMoves deem necessary, shall cause to be prepared building, grading and landscaping permit applications for review and approval by the City within sixty days of the Effective Date of this Agreement. DignityMoves shall be responsible for securing prompt review and comments by the City on any submissions of Construction Plans. DignityMoves shall inform the County of the City's comments, and the Architect shall instruct any Contractor or Consultants to submit each subsequent revision within thirty days of receipt of the City's comments, 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 upon in constructing the Project, and shall include, without limitation, the site 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 site plan and elevations approved by the City and County, and the approvals issued by the City and County for the Project and shall not materially deviate therefrom without the express written consent of County.

3.3.4 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 and all other permits and approvals granted by the City and County pertaining to the Project. DignityMoves shall require its Architect, Contractor(s), Subcontractor(s), employees 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 design professionals including licensed Contractors, engineers or architects, as applicable and in accordance with state and local laws and regulations.

3.3.5 Construction Schedule. DignityMoves shall cause construction of the Project to be commenced by starting utility extensions, site preparation and foundation preparation (“**Commence Construction**”) within three business days of City’s issuance of a grading permit for the Property consistent with the Construction Plans, and the City’s written notice to proceed. DignityMoves and the Architect shall cause construction of the Project to be diligently prosecuted to completion.

3.3.6 Bonds, Mechanic’s Liens and Stop Notices. DignityMoves shall instruct the Contractor to procure performance and labor and materials bonds from sureties acceptable to DignityMoves to ensure completion of the Improvements in the estimated amount of the costs. 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 duties hereunder.

3.3.7 As-Built Plans. Upon completion of construction, DignityMoves shall request on behalf of the County following the completion of the Improvements, either a set of marked-up as-built plans for the Improvements prepared by the Contractor, or alternatively a record drawing reflecting construction prepared by the Project Architect.

3.3.8 Use of Plans. The contracts secured and executed by DignityMoves relating to design and construction of the Improvements shall provide, in form and substance reasonably satisfactory to DignityMoves and the County, for the purpose of development of the Project.

3.3.9 Cost of Construction. The costs of designing, developing and constructing the Improvements of the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available pursuant to this Agreement to DignityMoves for its disbursement and application to the Architect, Contractor(s), Subcontractor(s), Consultants and other professionals contributing to the construction of the Project. See Section 3.5.

3.3.10 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 work on the Property, and DignityMoves and its agents, including its Architect, Contractors, Subcontractors, Consultants shall refrain from discrimination on such basis.

3.3.11 Compliance with Laws. DignityMoves and any Contractors, and Consultants engaged by DignityMoves pursuant to this Agreement to carry out the construction of the Project and all subsequent improvements, alterations and replacements, shall perform such construction in a first class and workmanlike fashion in accordance with the Construction Plans and in accordance with Applicable Laws. The parties understand and agree that if the modular housing units are transferred to the County of Santa Cruz during the Warranty period for said units, then any and all rights pursuant to said Warranty period, including any corresponding product defect or manufacturing claims, shall be transferred to the County of Santa Cruz.

3.4 Ownership of Plans and Materials. The County is the sole owner of all Plans and Specifications and all other materials, prepared in connection with the Project. Upon completion or any termination of this Agreement, the County shall retain sole custody of all such materials and DignityMoves shall return to the County any and all copies of such materials.

3.5 Sufficiency of Project Funds. The Parties have agreed, and secured the understanding and agreement of the County, that the amount of the Funding is anticipated to be sufficient to complete the Project, and the Parties will work cooperatively and in good faith to accomplish the same in accordance with the Development Budget and Project Schedule as the same may be modified from time to time. Should the amount of Funding be deemed insufficient, by DignityMoves in its reasonable discretion, to complete the Project in accordance with the Plans and Specifications and pursuant to the Project Schedule, DignityMoves and the County shall meet and confer and either (a) identify and obtain sources of additional funding or (b) agree upon changes to either the Plans and Specifications or the Project Schedule, or both, in order to accomplish cost savings and efficiencies so the Project can be completed with the available amount of Funding and any additional funding identified pursuant to clause (a) of this Section 3.5 above.

3.6 Approvals and Requests for Consent. If at any time DignityMoves requests the approval of the County with respect to any matter relating to the Project, the County shall provide such approval or disapproval within five (5) Business Days of receiving written notice of such request (as provided in Section 10.4) from DignityMoves along with any documentation to support DignityMoves' request for approval and/or consent by the County. In the event the County is not able to process approval or disapproval within five (5) business days, the parties shall meet and confer regarding the process and timeframe to respond to such request, but approval or disapproval shall in no event be provided later than ten (10) days of the County's receipt of the written request from DignityMoves.

ARTICLE 4 AUTHORITY OF DEVELOPMENT MANAGER

4.1 General Authority. DignityMoves shall carry out and discharge the responsibilities and obligations of DignityMoves under this Agreement (including, without limitation, all of the responsibilities imposed upon DignityMoves under Article 3); provided, however, that DignityMoves shall have no right or authority, express or implied, to commit or otherwise obligate the County in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the County.

ARTICLE 5 PROGRESS MEETINGS; REPORTING REQUIREMENTS

5.1 Progress Meetings. At the County's request, DignityMoves shall schedule and attend meetings with the County to discuss the progress of the development and construction of the Project. At such meetings DignityMoves shall provide the County with any updated Project Schedule, Development Budget and Development Plan required to be delivered by DignityMoves.

5.2 Third Party Information. DignityMoves shall furnish to the County, from time to time, promptly after the County's request, a current list of all of Dignity Moves' Contractors, Subcontractors, Consultants and Third Parties employed in connection with the Development Work.

5.3 Books and Records. Electronic copies of DignityMoves correct and complete books of account and business records in which all transactions respecting the Development Work shall be timely entered in accordance with generally accepted accounting principles and practices. Such accounts and records shall be kept by DignityMoves on an accrual basis and in all respects in a manner consistent with generally accepted accounting principles and practices consistently applied. DignityMoves shall preserve all such records and upon the expiration or earlier termination of this Agreement, shall deliver copies of all such records to the County. Such books shall be open at all reasonable times for inspection or copying by the County and its agents, employees, and representatives. The books shall be audited as directed by the County.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance General. At all times during the Term, without limiting DignityMoves' duty to indemnify County, DignityMoves shall comply with the following insurance requirements:

6.1.1.1 Except as otherwise approved by the County, all insurance described under this Article to be carried by DignityMoves will be maintained by DignityMoves as follows: it will maintain workers compensation, general commercial liability, automobile

insurance and an umbrella policy as more fully described below. These insurance policies are understood to be provided in association with DignityMoves development management services. DignityMoves' Contractor and any Subcontractor will obtain and maintain their own separate insurance policies as required.

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' specified insurance coverage, the County shall accept certificates issued by DignityMoves' insurance carrier acceptable to the County showing such policies in force for the specified period. Such evidence shall be delivered to the County prior to commencement of Services. DignityMoves shall also allow the County to inspect such evidence of insurance as DignityMoves obtains from its Subcontractor(s), but the 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.

6.4 Commercial General Liability Insurance. DignityMoves shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence 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, leased, 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 Two Million Dollars (\$2,000,000.00) covering general liability and automobile liability.

6.7 Additional Insured. Additional Insured Status. The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of DignityMoves including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to DignityMoves' insurance (at least as broad as ISO Form CG 20 10 11 85 or

if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

6.8 Primary Non-Contributory Coverage. For any claims related to this contract, DignityMoves' insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the DignityMoves' insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

6.9 Waiver of Subrogation. DignityMoves hereby grants to County a waiver of any right to subrogation which any insurer of DignityMoves may acquire against the County by virtue of the payment of any loss under such insurance. DignityMoves agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

6.10 Other Insurance Requirements. All insurance required by this Agreement shall be with a company reasonably acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years following the date DignityMoves completes its performance of services under this Agreement. Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended nonrenewal thereof. Each policy shall provide coverage for DignityMoves and additional insureds with respect to claims arising from each subcontractor performing work under this Agreement or be accompanied by a certificate of insurance from each showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of DignityMoves' work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of Additional Insureds shall not be called upon to contribute to a loss covered by DignityMoves' insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. Prior to the execution of this Agreement by the County, DignityMoves shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that DignityMoves has in effect the insurance required by this Agreement. DignityMoves shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. DignityMoves shall at all times during the term of this Agreement maintain in

force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify DignityMoves and DignityMoves shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by DignityMoves to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6.11 County's Insurance. The County is self-insured for general liability up to \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million. The County may elect to maintain an OCIP insurance policy with respect to the Project in such form and amount and with such limits as reasonably agreed by DignityMoves and the County and an employee liability policy (EPL) covering all County employees working at the Project.

6.12 Indemnification. DignityMoves shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with any negligence or willful misconduct by DignityMoves, its officers, employees, Contractors, Subcontractors, and/or Consultants, such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "DignityMoves' performance" includes Dignity Moves' action or inaction and the action or inaction of DignityMoves' officers, employees, agents, Contractors, Subcontractors and Consultants.

6.14 Indemnification Agreement to be included in DignityMoves' Design Professional Agreements. DignityMoves shall require the following indemnification provisions to be included in their Professional Services Agreement and Construction Contracts for any design/construction work to be performed as a part of this Program, (Indemnification Agreement) "design professional" has the same meaning set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement provision is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement provision, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement provision and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnification Agreement that is permitted by law shall be provided by DignityMoves' design professionals.

6.15 Indemnification for Design Professional Services Claims. Dignity Moves' design professionals shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of DignityMoves' design

professionals', its employees, Contractors, Subcontractors, Consultants and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of DignityMoves' design professional's liability exceed DignityMoves' design professional's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Contractor shall meet and confer with the other parties to such action regarding unpaid defense costs. DignityMoves' design professionals shall agree to reimburse our clients for their legal fees and costs in proportion to either our agreed (via settlement agreement) or adjudicated (via arbitration or litigation) percentage fault.

6.16 Indemnification for All Other Claims or Loss. For any claim, loss, injury, damage, expense or liability other than claims arising out of DignityMoves' design professionals' performance of design professional services under this Agreement, DignityMoves' design professionals' shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by DignityMoves' design professionals', its employees, Contractors, Subcontractors, Consultants or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

ARTICLE 7

COMPENSATION AND REIMBURSEMENT OF DEVELOPMENT MANAGER

DignityMoves shall be compensated by a development fee equal to Three Hundred Thousand Dollars (\$300,000). DignityMoves shall be entitled to reimbursement of its actual expenses and costs in the amounts indicated for such purposes in the Project Budget. DignityMoves understands and agrees that such reimbursements are for actual costs which may be limited or reduced in the event of changes to the Project Budget. Any changes to the Project Budget shall be reviewed and approved by the County. The Parties understand and agree that as of the effective date of this Agreement, no additional funds have been donated, or otherwise provided or allocated to fund the construction of the Project as indicated above in Recital D which states,

The County will provide and administer funding, in the amount of approximately \$6,122,666, which will include funds administered by the County through the State of California Encampment Resolution Funding Program and the Central California Alliance for Health Housing Funding Award (together with any additional funds donated or otherwise provided, if any, to fund the construction of the Project, collectively, the "Funding").

ARTICLE 8 FUNDING FOR PROJECT

8.1 Costs to be Paid With Funding. Project Costs, which are to be sourced by the Funding and such additional funding sources as the Parties may identify and secure during the term of this Agreement, shall include the following general categories to the extent incurred by DignityMoves in accordance with the Development Budget (Exhibit B-1):

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 costs, including labor and material costs and equipment rental and repair, and the costs to maintain the Property 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 Property and Project and all bonds or deposits required in connection with the development of the Project;

8.1.4 All financing costs, including interest payments, for loans from traditional lenders for actual costs incurred and directly related to DignityMoves' Development of the Project.

8.1.5 The premiums on any insurance required to be carried by DignityMoves pursuant to this Agreement to the extent properly allocable to the Project (but excluding Workers' Compensation Insurance); and

8.1.6 Subject to available Funding, all other actual 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 the County as follows:

9.1.1 Formation; Qualification. DignityMoves is a nonprofit corporation, 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. The County hereby represents and warrants to DignityMoves as follows:

9.2.1 County. County is a political subdivision of the State of California.

9.2.2 Authorization; Binding Agreement. The County has taken all action required to allow the County to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the 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 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 Successors and Assigns. Neither party may assign this Agreement in whole or in part, or any interest herein, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, DignityMoves acknowledges that the County intends to assign this Agreement to the County of Santa Cruz on or before June 30, 2026. The rights and obligations of the parties hereunder shall, subject to the limitations on assignment contained in this Section, be binding upon, and inure to the benefit of, the successors and assigns of the County and DignityMoves.

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 mail, postage prepaid and properly addressed, one (1) Business Day after having been sent by Federal Express or other similar overnight delivery service or upon confirmation if sent by facsimile or email. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one set forth below.

County: County of Monterey
County Administrative Office
168 West Alisal Street, Third Floor
Salinas, California 93901
Attn: Roxanne V. Wilson, Homeless Services Director
Email: wilsonr@co.monterey.ca.us

DignityMoves: DignityMoves
2406 Bush Street
San Francisco, California 94115
Attn: Elizabeth Funk, Chair/CEO
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, any 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 Exhibits and Headings; Construction. The Exhibits attached or to be attached 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 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, 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; Venue for Resolution of Legal Actions. This Agreement shall be governed by the laws of the State of California. Any litigation regarding the enforcement or the interpretation of the terms and conditions of this Agreement shall be filed in the Superior Court of the State of California, County of Monterey.

10.11 Merger. All prior understandings and agreements between the parties respecting this relationship, are merged into this Agreement, which Agreement fully and completely expresses the agreement of the parties, and there are no representations, warranties or agreements except as specifically and expressly set forth herein and in the Exhibits which are attached and incorporated by reference into this Agreement.

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

10.13 Confidentiality. DignityMoves and its officers, employees, agents, and Contractors, Subcontractors and Consultants shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. DignityMoves shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits DignityMoves to disclose such records or information. DignityMoves shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. DignityMoves shall not use any confidential information gained by DignityMoves in the performance of this Agreement except for the sole purpose of carrying out DignityMoves' obligations under this Agreement.

10.14 County Records. When this Agreement expires or terminates, DignityMoves shall return to County any County records which DignityMoves used or received from County to perform services under this Agreement.

10.15 Maintenance of Records. DignityMoves shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. DignityMoves shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then DignityMoves shall retain said records until such action is resolved.

10.16 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of DignityMoves related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to

this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.17 Non-Discrimination: During the performance of this Agreement. DignityMoves and its Contractors, Subcontractors and Consultants shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in DignityMoves' employment practices or in the furnishing of services to recipients. DignityMoves shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. DignityMoves and Contractors, Subcontractors and Consultants shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.18 Compliance With Terms of State or Federal Grants. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, DignityMoves will comply with all the provisions of said contract, to the extent applicable to DignityMoves as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to DignityMoves, at no cost to DignityMoves.

10.19 Parties' Relationship. No provisions of this Agreement shall be intended to create an agency, partnership or joint venture or other similar relationship between the 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 shall be construed to create a joint venture, partnership or other similar relationship between DignityMoves and the County.

10.20 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.

10.21 DignityMoves' Default. The occurrence and continuance of any one or more of the following events, beyond the expiration of any applicable grace and/or cure period provided for herein, is an **"Event of Default"** hereunder by DignityMoves:

10.21.1 Uncured Breach. Any breach or default by DignityMoves of any covenant, duty, obligation, representation, or warranty under this Agreement; provided, however,

that before such breach or default is deemed an Event of Default, DignityMoves shall have: (i) received notice from the County of such breach or default; and (ii)(A) failed to cure or remedy such breach or default within ten (10) business days following such notice, in the event of a monetary default, or thirty (30) days following the date of such notice in the event of any other breach or default; or (B) if such breach or default does not consist of the failure to pay money and is not curable within such thirty (30)-day period, failed to commence such cure within such thirty (30)-day period or failed to diligently and continuously pursue such a cure or remedy thereafter and in any event failed to fully cure or remedy such breach or default within sixty (60) days of such notice to DignityMoves.

10.21.2 Bankruptcy. There is a bankruptcy or dissolution with DignityMoves.

10.21.3 Improper Conduct. DignityMoves is grossly negligent or engages in fraud, bad faith, or willful misconduct in connection with the Services.

10.22 Contingency. This Agreement is contingent upon the County's successful receipt and retainment of grant funding from the State of California Encampment Resolution Funding grant.

10.23 Remedies on Default. Upon an Event of Default, the non-defaulting party shall have the authority to exercise any and all rights and remedies available at law or in equity, including, without limitation, the right to terminate this Agreement upon ten (10) days' written notice to the other.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, County and DIGNITYMOVES have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY:	DIGNITYMOVES, a non-profit Corporation:
County Administrative Office (CAO), Sonia M. De La Rosa, CAO By: _____ Deborah Paolinelli, Assistant CAO Date: _____	Elizabeth Funk, Chair By: _____ Elizabeth Funk, Chair Date: _____
Debra R. Wilson, Contracts/Purchasing Officer By: _____ Debra R. Wilson, Contracts/Purchasing Officer Date: _____	DIGNITYMOVES, a non-profit corporation: By: _____ Freya Estreller, CFO Name: _____ Title: _____
APPROVED AS TO FORM: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: _____ Marina Pantchenko, Deputy County Counsel	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: _____ Name: _____ Title: _____	
APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: _____ David Bolton, Risk Manager	

EXHIBIT A-1
THE PROPERTY



EXHIBIT B-1**DIGNITYMOVES DEVELOPMENT BUDGET**

Dignity Moves	
Development Management Services Budget	
118 First Street in the City of Watsonville (APN 017-172-32)	

Hard Costs

GC Contract	\$	3,711,986.00
Modular Buildings	\$	1,444,672.00
Owner Contingency	\$	200,000.00

Hard Costs Subtotal	\$	5,356,658.00
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Soft Costs*Design*

Initial Design	\$	3,116.00
Architectural Contract	\$	66,147.00

Consultants

MEP	\$	5,000.00
Civil Engineering	\$	45,000.00
Permit Fees	\$	264,407.00

Utility Connection Fees

Electrical Engineering Fees & Install Costs	\$	75,000.00
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Financing/Legal

Legal	\$	7,338.00
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Management Fee

Dignity Moves	\$	300,000.00
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Soft Costs Subtotal	\$	766,008.00
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Total Project Budget	\$	6,122,666.00
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